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. Prospective bidders may request clarification on any aspect of the bidding documents by **10th September 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/ADMN-615/NAFSA (P85780)***) 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.

4. 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 bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of 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 8 "Clarifications", sub-clause 8.1 and 8.2 is amended as follows:

8.1 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. **10th September 2026**.

8.2 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 its 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.

2. Clause 23.2 and 23.5 "Opening of Bids" are 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 bid opening meeting, to be attended by participating bidders, or minutes of bid opening meeting shall not be applicable.

3. Clause 23.4 "Opening of Bids" is amended as follows:

In case the date of opening of bids has been declared as public holiday or the procuring agency fails to open the bids due to any EPADS v2.0 related issues, the opening of bids shall be shifted to the next working day on the same time.

4. Clause 24.1 "Clarification of Bids" 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. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

5. Clause 24.2 "Clarification of Bids" is amended as follows:

The request for clarification and the response shall be sought through EPADS v2.0 or official email of the Procuring Agency as provided in the bidding documents. No change in the prices or substance of the Bids shall be sought, offered, or permitted.

6. Following Clause is added after Clause 32.7:

32.8 **Unbalanced Financial Bids:**

If the Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 of communication/clarifications by such bidders who do not share the required contact details.
2) For this tender Bid Security is not required, instead 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 bid opening deadline. Any bid whose Bid Securing Declaration has not been submitted to the procurement department of PSW before the 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 and format mentioned in the Conditions of Contract issued by a scheduled bank in Pakistan,

format whereof is 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 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 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.

SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

The provisions mentioned in this section will compliment, supplement or amend the provisions of the Conditions of Contract, Contract Forms, Annexures, Other Documents etc.

1. Clause 1 “**Definitions**” sub clause “b” of General Conditions of Contract is amended as follows:
   b. “Procuring Agency” means:-
      a. any Ministry, Division, Department or any Office of the Government;
      b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;

   which had floated the tender for subject Goods and as a result thereof is a Party to this Contract for procuring the Goods.

2. Following sub-clause is added at the end of Clause 1 “**Definitions**”:

   t. “Obligations” means all duties, responsibilities, and other commitments of a Party arising under or in connection with this Contract.

3. Clause 8 “**Effectiveness of Contract**” sub-clause Clause 8.1 of General Conditions of Contract is amended as follows:

   The Contract shall be effective from the date of signature of the Contract by both parties and shall remain in force till completion of all contractual obligations, unless terminated earlier in accordance with the terms and conditions of this Contract.

4. Clause 9 “**Commencement of Services**” of General Conditions of Contract is amended as follows:
   Commencement of Obligations:
   9.1 The Bidder shall begin carrying out its obligations, including preparation of delivery of Goods or any Ancillary Services, not later than the number of days after the Effective Date specified in the SCC.

5. Clause 10 “**Program**” of General Conditions of Contract is amended as follows:
   10.1 Before commencement of its Obligations, the Bidder shall submit to the Procuring Agency, if required by the Procuring Agency, for approval a Program showing the general methods, arrangements, order and timing for all activities. The Obligations shall be carried out in accordance with the approved Program as updated.

6. Clause 11 “**Starting Date/Expiration Date**” of General Conditions of Contract is amended as follows:

   11.1 The Bidder shall start carrying out its Obligations immediately after the date of signature of the Contract by both parties.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, the Contract shall remain in force till completion of all Obligations by both Parties.

7. Clause 12 "**Entire Agreement**" sub-clause 12.1 of General Conditions of Contract is amended as follows:

   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. This Contract along with annexures contains the complete agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.

8. Clause 13 "**Modification**" sub-clause 13.1 of General Conditions of Contract is amended as follows:
   Any modification or variation of the terms and conditions of this Contract or the Obligations, including any modification or variation of the scope of the Contract, may only be made by written agreement between the Parties.

9. Clause 14 "**Force Majeure**" sub-clause 14.1 of General Conditions of Contract is amended as follows:

   For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of either Party to carry out its obligations.

   Force Majeure shall not include:

   a. any action or failure to take action by a Party;
   b. any event which is caused by the negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
   c. any event which a diligent party could reasonably have been expected both: (i) to have taken into account at the time of the Effective Date of this Contract; and (ii) to have avoided or overcome in the course of carrying out its obligations under this Contract.

10. Clause 14 "**Force Majeure**" sub-clause 14.3 of General Conditions of Contract is amended as follows:

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. A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstance or event of Force Majeure and shall furnish such relevant information as is available relating to such event. Only those obligations of a Party that are affected by the events of Force Majeure shall be suspended until the Force Majeure conditions subside and during that period the Party shall continue to perform all other obligations that are not affected. Both Parties will work together to minimize the effects of Force Majeure as much as possible.

11. Clause 13 "**Force Majeure**" sub-clause 14.4 of General Conditions of Contract is amended as follows:

    During the period in which the Bidder is unable to perform its Obligations as a result of an event of Force Majeure, the Bidder shall be entitled to payment for the Obligations performed and for any portion of the Obligations not affected by the event of Force Majeure and continued to be performed by the Bidder. Subject to the Parties' prior mutual agreement, the Bidder may also be entitled to reimbursement of any additional costs reasonably and necessarily incurred during the period of Force Majeure to mitigate the adverse effects of the event(s), continuation of the affected Obligations where reasonably possible, and for reactivation of the Obligations following the cessation of the Force Majeure event.

12. Clause 15 "**Termination**" sub-clause 15.1(d) of General Conditions of Contract is amended as follows:
    If, as the result of Force Majeure, the Bidder is unable to perform a material portion of its Obligations for a period of not less than sixty (60) calendar days;

13. Clause 15 "**Termination**" sub-clause 15.2(b) of General Conditions of Contract is amended as follows:
    If, as the result of Force Majeure, the Procuring Agency is unable to perform a material portion of its Obligations for a period of not less than sixty (60) calendar days.;

14. Following clauses are added in Clause 15 **"Termination"** of General Conditions of Contract:

15.3 If the Procuring Agency terminates the Contract due to the Bidder's breach, payment made to the Bidder for any incomplete or un-accepted deliverables under this Contract shall be returned to the Procuring Agency. In addition, the Bidder shall also be required to compensate the Procuring Agency for any direct and consequential loss incurred by the Procuring Agency due to the cancellation of the Contract and any additional expenditure to be incurred by the Procuring Agency to appoint a new contractor. This amount shall not exceed the price of the Contract. If the Procuring Agency intends to retain any of the Deliverables/Goods, the Bidder shall only be obligated to compensate the Procuring Agency after deducting such costs.

15.4 The Procuring Agency may terminate the Contract if the Bidder:

a. Engages in fraud, willful misconduct or actions that could jeopardize data security, confidentiality, business continuity;
b. The Bidder consistently fails to meet quality standards, specifications, agreed-upon response or delivery times, or fulfil Ancillary Services or any other obligations;
c. Undertakes unauthorized disclosure or use of confidential data, even in the absence of proven damage;
d. Fails to deliver the Goods, Ancillary Services, or promised feature upgrades within the agreed timelines; and
e. Is found to be negligent or fails to follow industry-standard safeguards which causes a security breach, system compromise, or loss of data.

15.5 During any notice period for termination of Contract, both parties shall work collaboratively to ensure a smooth transition to a new contractor or closure of the Contract, as the case may be.

15.6 The Bidder agrees that such termination shall not be entitled to any claim, demand, right or damages against the Procuring Agency other than the Goods or Ancillary Services provided by the Bidder under this Contract. The Bidder agrees to promptly return, following the termination of this Contract, if required by the Procuring Agency, or upon earlier request by the Procuring Agency, all information provided and all written material in the Bidder's possession that (i) is supplied by the Procuring Agency in conjunction with the Bidder's Obligations under this Contract or (ii) generated by the Bidder in the performance of Obligations under this Contract.

15.7 Upon termination of this Contract:
a. the Bidder shall immediately cease all its Obligations (unless otherwise agreed);
b. assist in transitioning to a new contractor;
c. provide the Procuring Agency with all information, data and documentation, provided by the Procuring Agency for undertaking its Obligations, in an agreed format, if required by the Procuring Agency;
d. certify the deletion of all the Procuring Agency's data from their systems and backups (if required); and
e. the Procuring Agency will be entitled to a copy of the deliverables to the extent completed by the Bidder up to the date of termination in the form in which the same exists at that time and the payments are settled in favor of the Bidder by the Procuring Agency, as mutually agreed by the Parties.

15.8 All material containing any information acquired and/or collected as part of Obligations, or having received such information during the course of this Contract shall be returned to the Procuring Agency or at the request of the Procuring Agency such information be deleted or destroyed by the Bidder who shall certify such deletion/ destruction thereof up to the satisfaction of the Procuring Agency.

15.9 Upon expiration or termination of this Contract, whether for cause or convenience, the following provisions shall survive and remain binding on both the Procuring Agency and the Bidder:

a. Confidentiality: All obligations related to the confidentiality and protection of data, including personally identifiable information (PII), shall remain in effect indefinitely or for the duration specified in the confidentiality clause or the Non-Disclosure Agreement (NDA) signed between the Parties.
b. Data Protection & Security: The Bidder's responsibilities related to data protection, secure handling of records, compliance with applicable data privacy laws (e.g., international standards, local regulations etc.), and final data destruction shall continue until all of the Procuring Agency's data is securely returned or deleted and confirmed with written certification.
c. Intellectual Property Rights: Ownership rights related to documents, designs, creative work, schematics, prototypes, data, system configurations, workflows etc. provided by the Procuring Agency or developed by the Bidder on behalf of the Procuring Agency shall remain with the Procuring Agency and be unaffected by the termination, unless agreed otherwise in writing by the Parties.
d. Audit Rights: The Procuring Agency shall retain the right to audit the Bidder's systems, records, books, data handling, security practices etc. during and post-termination, related to provision of Goods and undertaking its Obligations, specifically to validate compliance with data destruction and exit obligations. The Bidder shall facilitate the Procuring Agency in any such audits.
e. Indemnity & Limitation of Liability: Any indemnity obligations incurred during the contract period shall remain enforceable after termination, particularly in cases involving data breaches, loss of data, or violation of confidentiality.
f. Governing Law & Dispute Resolution: Any disputes arising from post-termination obligations or breaches of surviving clauses shall be subject to the governing law and dispute resolution procedures outlined in this Contract.

15. Section C "**Obligations of the Bidder**" Clause 16 **"General"** sub-clause16.1 and 16.2 of General Conditions of Contract is amended as follows:

16.1 Standard of Performance

The Bidder shall deliver the Goods and carry out its Obligations 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 Bidder shall always act, in respect of any matter relating to this Contract or to the Goods or its Obligations, 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the Goods and perform its Obligations 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 personnel and sub-contractors, comply with the Applicable Law.

16. Following clauses are added in Section C "**Obligations of the Bidder**" Clause 16 **"General"** of General Conditions of Contract:

    16.3 The Bidder acknowledges and agrees that it shall, without incurring any additional cost to the Procuring Agency, be liable to deliver any Goods or perform any Ancillary Services which are deficient, due to reasons attributable to the Bidder, in any manner.

    16.4 The Bidder agrees and undertakes that it shall upon delivery of Goods or provision of Ancillary Services related to its Obligations submit the same for the Procuring Agency's approval. The Procuring Agency will give its approval within due time.

    16.5 In case the Procuring Agency identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against the Procuring Agency, and upon written request by the Procuring Agency, Bidder undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.

17. Clause 17.1 "**Bidder Not to Benefit from Commissions and Discounts"** of General Conditions of Contract is amended as follows:
    The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Goods, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Goods or in the discharge of their Obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

18. Clause 17.2 "**Bidder and Affiliates Not to be Otherwise Interested in Project"** of General Conditions of Contract is amended as follows:
    The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any sub-contractor and any of its affiliates, shall be disqualified from providing any consultancy services resulting from or closely related to the subject Contract.

19. Following clauses are added in Clause 17 "**Conflict of Interests"** of General Conditions of Contract:

    17.4 The Bidder shall provide professional, objective, and impartial services & advice and at all times hold the interest of the Procuring Agency paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidder has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve in the best interest of the Procuring Agency. Failure to disclose said situations may lead to termination of this Contract.

20. Clause 20 "**Bidder's Actions Requiring Procuring Agency's Prior Approval**" of General Conditions of Contract is amended as follows:
    20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
    (a) appointing such Key Personnel not provided in its Bid or Program;
    (b) changing the Program of activities;
    (c) hiring, changing or substituting a key person, sub-contractor or JV/consortium partner;
    (d) assigning or transferring any of its rights, duties, obligations or any interest under this Contract to any third party; and
    (e) any other action that may be specified in the SCC.

21. Following clause is added in Clause 21 "**Reporting Obligations**" of General Conditions of Contract:

    21.2 All Goods, deliverables, Ancillary Services and Obligations shall be accepted as per the acceptance criteria set out at in this Contract. The Procuring Agency has the right to accept or reject all or part of the Goods, deliverables, Ancillary Services and Obligations in case of a non-conformity with the acceptance criteria specified or in violation of the terms of this Contract.

22. Clause 22 "**Liquidated Damages**" sub-clause 22.1 of General Conditions of Contract is amended as follows:

22.1 If the Bidder fails to deliver the Goods, provide Ancillary Services or undertake its Obligations as required under the Contract the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of 0.5% of the contract amount per day of delay or in case of any data loss/data breach or any incident compromising the data security or other such failures related to its Obligations, up to 10% of the Contract value. This condition may be waived off by the Procuring Agency on its discretion or in case of Force Majeure which shall be proved by the Bidder and supported by documentary evidence. Moreover, if Bidder fails to complete the delivery of Goods, provide Ancillary Servies or undertake its Obligations within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10% of Contract Value; the Procuring Agency, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the Contract and forfeit performance guarantee of the Bidder.

23. Clause 23 "**Performance Guarantee**" sub-clause 23.1 of General Conditions of Contract is amended as follows:
    Within the time stipulated in the acceptance letter from the Procuring Agency, the Bidder shall furnish the Performance Guarantee in shape of a bank guarantee or a Pay Order, as

communicated by the Procuring Agency, in name of the Procuring Agency issued by a scheduled bank in Pakistan and amounting to ten percent (10%) of the Contract Value.

24. Following clauses are added in Clause 23 "**Performance Guarantee**" of General Conditions of Contract:

    23.5 If the Bidder fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, the Procuring Agency may, without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Bidder.

    23.6 At the completion of terms of the Contract and on successful discharge of obligations by the Bidder, or if terminated earlier, the Performance Guarantee shall be returned to the Bidder, if the same is not claimed, disputed or forfeited in accordance with the clauses of this Contract.

25. Clause 29 "**Change in the Applicable Law**" of General Conditions of Contract is amended as follows:

    If, after the date of submission of Bids, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Goods or Ancillary Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Clause 30 "**Services and Facilities**" of General Conditions of Contract is amended as follows:

    30.1 The Procuring Agency shall make available to the Bidder, for the purposes of undertaking its Obligations and free of any charge, the services, facilities and property described, at the times and in the manner specified in the SCC or terms of reference.

    30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of its Obligations, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

27. Following clauses are added in Section F "**Payments to the Bidder**" Clause 31 **"Contract Price"** of General Conditions of Contract:

    31.2 Details/breakdown of the contract price (Price) is provided at Annexure-B Payment Schedule. The Price is inclusive of all out-of-pocket expenses, applicable taxes & levies.

31.3 The Price shall remain fixed for the contract term, and any extension(s) thereto.

31.4 Upon successful completion of each deliverable / payment milestone, the Bidder shall get the Goods Receipt Note (GRN) issued from Authorised Representative of the Procuring Agency as mentioned at Conditions of Contract Clause 7.1 and attach the same with its original tax invoice along with any other supporting documents e.g. tax exemption documents. The same shall be sent to the Finance department of the Procuring Agency for processing of payment. Any invoice having discrepant supporting documents, including GRN, shall not be considered for payment processing.

31.5 The Procuring Agency shall make the payment through online bank transfer, or any other banking channel as per its policy within thirty (30) days after receipt and acceptance of original error free invoice(s) from the Bidder . Taxes shall be deducted at source as per applicable laws.

31.6 Any increase and/or decrease or imposition of new tax(es) after bid submission or during contract period shall be adjusted according to the law.

31.7 No payment shall be made to the Bidder in advance as mobilization advance or on any other account.

31.8 The payment shall be made to Bidder only when it is on the Active Taxpayers List (ATL) of Federal Board of Revenue (FBR). If Bidder is not in ATL at the time of processing of invoice, no payment shall be made until the Bidder appears in ATL of FBR.

28. Clause 34 "**Identifying Defects**" of Special Conditions of Contract is amended as follows:

    The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any Goods or Ancillary Services that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

29. "**Guidance for Dispute Resolution**" of Special Conditions of Contract is amended as follows:

    i. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during Contract period or thereafter and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration having any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract.

vi. 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 Procuring Agency shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both Parties.

Appointing Authority for Arbitrator:

By the mutual consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of sole arbitrator.

Rules of procedure for arbitration proceedings:
Any dispute between the Procuring Agency and the Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:
The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

30. Following clauses are added in the Conditions of the Contract:

38. Confidentiality

38.1 The Bidder agrees to hold in confidence for a period commencing with the signing date and ending ten (10) years following the Term of this Contract, any information supplied to it by the Procuring Agency and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.

38.2 The Bidder further agrees to require its sub-contractors/vendors/consultants/advisors and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by the Procuring Agency.

38.3 The provisions of clause 38 shall not apply to information within any one of the following categories:

a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
c. information received by a Party from any other person which did not have a confidentiality obligation with respect thereto; and
d. other than as may be required by a governmental authority, and then only to the extent required,

38.4 Neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

39. Indemnity

39.1 The Bidder shall indemnify, protect and hold the Procuring Agency harmless from and against all claims, losses, costs, damages, expenses (including reasonable attorney fees) relating to or resulting directly from:

a. an act or omission of the Bidder, its members, its subcontractors, its employees, its agents, suppliers or employees of its subcontractors in the undertaking of Obligations under this Contract;
b. Misappropriation of any third-party trade secrets or infringement of any of the Intellectual Property Rights or such other statutory infringements in respect of fulfillment of its Obligations under the Contract;

c. claims made by the Bidder's employees, members, subcontractors' employees, who are employed by the Bidder under the Contract;
d. gross negligence or gross misconduct solely attributable to the Bidder or its employees, agents, sub-contractors, sub-contractor's employees etc. for the purpose of any or all of the obligations under this Contract;
e. any loss of data, loss of life etc. due to acts of the Bidder, its employees, agents, sub-contractors not just arising out of gross negligence or misconduct;
f. non-compliance by the Bidder of any laws, governmental requirements and regulations; and
g. an act, omission or commission in performance of its Obligations under the Contract.

40. Representation and Warranties

40.1 The Bidder represents and warrants to the Procuring Agency as follows:

a. The Contract is signed by the authorized person, according to the laws of the jurisdiction of its incorporation/registration and according to the laws of Pakistan, to commit the Bidder to the terms and conditions of the Contract who has full authority to execute the Contract;
b. It and its sub-contractors, agents, suppliers or employees will not violate or contravene any law, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
c. It and its subcontractors, agents, suppliers or employees possess the skills, experience, expertise and ability to undertake and fulfill their obligations under all provisions of this Contract;
d. All Goods and Ancillary Services supplied by the Bidder during the lifetime of the Contract shall meet the execution and delivery of the highest industry standards;
e. Any Goods, Ancillary Services or Obligations not specifically described in this Contract which form an inherent or necessary part of the Deliverables, Goods, Ancillary Services or Obligations or are required for proper performance or provision of the Goods, Ancillary Services or Obligations shall be deemed to be included as part of the Goods, Ancillary Services or Obligations and will be provided by the Bidder at no additional cost to the Procuring Agency;
f. The entry into and performance according to this Contract by the Bidder will not breach any contractual or other obligation owed by the Bidder to any other third party or any rights of any third party or any other legal provision;
g. It and its sub-contractors, agents, suppliers or employees will obtain and maintain all appropriate registrations, approvals, licenses and permissions which are statutorily required to be obtained by the Bidder during the course of the Contract;

h. It and its sub-contractors, agents or employees shall not infringe any of the Intellectual Property Rights of any third parties during the supply of Goods and provision of Ancillary Services or fulfilment of Obligations under the Contract;
i. It will assist the Procuring Agency in procuring any registrations, permissions or approvals, which may at any time during the course of the Contract be statutorily required to be obtained by the Procuring Agency for procuring the Goods, Ancillary Services or Obligations from the Bidder.
j. It will not use any equipment not approved by Pakistan Telecommunication Authority;
k. It shall timely and diligently participate in all meetings required by the Procuring Agency;
l. It and its subcontractors, agents, suppliers and employees shall observe the highest standard of ethics during the term of the Contract;
m. It shall not directly or indirectly engage any consultants, experts, sub-contractors or any personnel from India and/or Israel and acquire any goods or services there from.
n. It and its staff, consultants, employees or any personnel thereof will not directly or indirectly engage in any corrupt, fraudulent, collusive, coercive or obstructive practices.

40.2 Each of the representation and warranty set out in clause 40.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or interference from the terms or conditions of any other representation or warranty in the Contract.

40.3 If at any time the Bidder becomes aware that a representation or warranty given by it under Clause 40.1 has been breached, has become untrue or has become misleading, it shall without undue delay notify the Procuring Agency of the relevant occurrence in sufficient detail to enable the Procuring Agency to make an accurate assessment of the situation.

41. Miscellaneous

41.1 No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41.2 Severance. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.

41.3 Notices. Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by e-mail or through registered mail or courier to the nominated persons.

Any change in the details of the authorized representatives shall be immediately communicated to the other party.

41.4 Authorization. The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.

41.5 Status of the Bidder. The Bidder is and shall remain an independent party and not an agent, employee or representative of the Procuring Agency.

41.6 Order of Precedence. The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to incorporated therein:

a. The Non-Disclosure Agreement signed between the Procuring Agency & the Bidder (if signed);
b. Special Stipulations to the Conditions to the Contract;
c. Special Conditions of Contract;
d. General Conditions of Contract;
e. The annexures/appendices/schedules to this Contract;
f. Clarifications & responses thereto during tender evaluation process;
g. Bid of the Bidder;
h. The Procuring Agency's response to pre-bid queries;
i. Complete RFP.

41.7 Contract Amendments. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing and signed by the duly authorized representatives of the Parties.

Annexure: Technical Specifications

Pakistan Single Window (PSW), on behalf of NAFSA, invites bids for the supply of branded crockery items. The procurement is intended to ensure the provision of quality products that meet the required specifications and standards.

Sr No	Description	Unit	Qty
1	DINNER PLATE WITH LOGO - Dinner Plates with printed NAFSA Logo (color printing) Size: 26cm Material: Porcelain or Bone China Color: White	EA	200
2	CURRY PLATE WITH LOGO - Curry Plate / Soup Plate with printed NAFSA Logo (color printing) Size: 24 cm or equivalent, Material: Porcelain or Bone China Color: White	EA	200
3	QUARTER PLATE WITH LOGO - Desert/Quarter Plates with printed NAFSA Logo (color printing) , Size: 21cm Material: Porcelain or Bone China Color: White	EA	200
4	TEA CUP & SAUCER WITH LOGO - Tea Cup & Saucer with printed NAFSA Logo (color printing) , Size: Standard (C: Diameter: 9 cm /3.5in, Cap: 0.2 liters, S: Diamter: 10 cm/ 3.9in) or equivalent, Material: Porcelain or Bone China Color: White	EA	200
5	TEA / COFFEE MUG WITH LOGO - Tea Mug with printed NAFSA Logo (color printing) , As per sample Material: Ceramic Color: White	EA	150
6	TEA / COFFEE MUG WITH LOGO - Tea Mug with printed NAFSA Logo (color printing), As per sample (Size: Diameter: 7.8 cm /3.1 in, CAP: 0.25 liters) or equivalent, Material: Ceramic Color: White	EA	200
7	TEA SPOON - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 130–150 mm. Mirror polish finish. Rust-resistant and durable. Smooth edges. Heavy-duty construction with minimum 1.8 mm thickness. Silver color.	EA	200
8	TABLE FORK - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 185–205 mm. Four-tine design. Mirror polish finish. Rust-resistant, corrosion-resistant, dishwasher safe. Heavy gauge (minimum 2.0 mm thickness). Ergonomic handle with smooth finish. Silver color	EA	200

Sr No	Description	Unit	Qty
9	RICE TRAY / SERVING PLATTER WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA LOGO. Color: Plain White. Shape: Oval or rectangular with slightly raised edges. Size: 12–14 inches (30–36 cm). Chip-resistant, scratch-resistant, microwave safe, dishwasher safe, non-porous glazed finish, suitable for executive serving and daily office use.	EA	40
10	SMALL BOWL WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA logo. Color: Plain White. Capacity: 180–250 ml. Diameter: 4–5 inches (10–13 cm). Glazed finish, chip-resistant, microwave safe, dishwasher safe, suitable for serving desserts, soup accompaniments, yogurt, or condiments.	EA	20
11	LARGE BOWL WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA logo. Color: Plain White. Capacity: 700–1,000 ml. Diameter: 8–10 inches (20–25 cm). Deep bowl with smooth rounded edges, glazed finish, chip resistant, microwave safe, dishwasher safe, suitable for serving rice, salads, vegetables, or shared dishes.	EA	20

- **Quality Assurance / Warranty:** The supplied crockery items shall be brand new, genuine, and free from manufacturing defects. The supplier shall provide a minimum warranty of six (6) months against discoloration, color fading, glazing defects, and other manufacturing defects under normal use. Any item found defective during the warranty period shall be replaced by the supplier at no additional cost to PSW/NAFSA.

- **Design, Pattern, Shape:** Attached are the necessary design and pattern pictures. Bidders can examine reference samples available in the PSW Islamabad office during working hours. Address: PSW Islamabad Office Ground Floor, NESPAK Building, Sector G-5/2, Islamabad, for seeing the samples.

- **Sample Submission:**
    - All bidders must submit crockery sample(s) for quality and specification verification. Only bidders whose samples meet the required quality and specifications and are approved by the PSW Admin Department shall proceed to the next stage of the tender process.
    - Order will be awarded to the bidder fulfilling all the mandatory requirements of this Bidding Document and offering the lowest rates.
    - Successful bidder shall get the production samples approved from PSW Admin Department before commencing the works.

- **NAFSA Branding:** NAFSA logo will be printed on each item as per instructions from the PSW Admin department and branding guidelines.

- **Compliance with Branding:** The vendor must adhere to the NAFSA Branding document, aligning colors with the approved format.

- **Quality and Deadlines:** The vendor must ensure product quality and meet specified deadlines.

- **Inspection Location / Production Sample Submission**: PSW Islamabad Office, Address: Ground Floor, NESPAK Building, Sector G-5/2, Islamabad. Bidders shall submit the required samples at the specified location for inspection and evaluation.

- **Delivery Required** at NAFSA Islamabad Office Ground Floor, Telecom Foundation (TF) Complex, Mauve Area, Sector G-9/4, Islamabad. Delivery shall be the responsibility of the Successful bidder.

Sample Picture:

 PLATE 21cm ref_017 DIAMETER: 21 cm / 8.4 in	 PLATE 26cm ref_013 DIAMETER: 26 cm / 10.1 in
 SOUP PLATE ref_023 DIAMETER: 24 cm / 8.8 in	 MUG (large) ref_806 DIAMETER: 7.8 cm / 3.1 in CAP: 0.25 litres

TEACUP + SAUCER (s)

ref_801

C: DIAMETER: 9 cm / 3.5 in

CAP: 0.2 litres

S: DIAMETER: 10 cm / 3.9 in

Annexure: Form of Bid

Procurement Department,
Pakistan Single Window
Ground Floor, NESPAK Building, Sector G-5/2,
Islamabad.

Reference your RFP document No. PSW/PROC/25-26/ADMN-615/NAFSA (P85780) for Procurement of Branded Crockery Items for NAFSA Office, Islamabad.

1. We, hereby submit our complete bid along with all the requirements as per the RFP document. We acknowledge that PSW/NAFSA is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of subject RFP for the whole bidding process.
3. We agree to abide by this Tender for a period of **One Hundred and Twenty (120) days** from the technical bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s **[registered business name of bidder]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with PSW, PSW or scope of subject tender.
5. We submit herewith our proposal, electronically through ePADS portal, as one (01) original in PDF.
6. We do hereby undertake that Mr./Ms. **(mention full name and designation of authorizer)** is duly authorized by the management of **(enter registered business name of the bidder)** to appoint and authorize Mr./Ms. **(mention full name of authorizee)** who is presently employed with us and holding the position of **[mention designation of authorizee)]** in **[mention registered business name of the employer of the authorizee]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to PSW in all matters including but not limited to clarifications etc., till award of subject tender. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative (authorizee) shall and shall always be deemed to have been done by us.
7. The decision of PSW and PSW shall be final and PSW/PSW will not be liable for any loss or damage to any party acting in reliance thereon.
8. We have gone through the terms/conditions of subject RFP document and have found the document in whole as unbiased to any particular company / contractor / consultant / advisor

/ firm or product / brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.

9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid, execution of our Bid Securing Declaration, and disqualification.
10. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of PSW or NAFSA.
11. We acknowledge that PSW/NAFSA reserves the right to blacklist any bidder and to execute their Bid Securing Declaration who breaches any terms and conditions of this RFP document.

[Bidder's Official Stamp]

Authorizer (Person Authorized to sign on behalf of the Management/Board of Directors etc. of the Bidder e.g. Company Secretary, CEO, MD etc. as mentioned in Clause 6 above):

Signatures:____
Name and Title/designation of Authorizer: ______________________
Registered business name and address of bidder : _________________________
Cell No. of Authorizer: ____
e-mail address of Authorizer: ____
Mailing address of Authorizer: ____

<u>Acceptance by representative being authorized at Clause 6 above (Authorizee):</u>

Signatures : _______________________________
Name and Title/designation of Authorizee: ____
Cell No. of Authorizee : ____
e-mail address of Authorizee : ____
Mailing address of Authorizee: ____
Date of signing: ____

Annexure: Declaration of Ultimate Beneficial Owners Information

Information of Supplier for Public Procurement Contracts of Amounts above PKR 50 Million

[Successful bidder shall provide the details as per below format. In case of JV, details of each member of JV to be provided. The said information shall be published on Procuring Agency's and PPRA's websites]

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality(ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)

Total number of shares taken (in figures and words)	

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)