Hiring of Group Life Insurance Services for NAFSA Employees
(PSW-PROC-26-27-HR-594)

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 **03rd 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-26-27-HR-594)*** 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. **The bid securing declaration must be sent to PSW Procurement department via email at procurement@psw.gov.pk before bid opening deadline**. Bids will be opened electronically on EPADS on the **same day at 1530 Hrs**. and a system generated details/minutes of bid opening shall be automatically sent to the participating bidders by EPADS therefore a bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of bid submission and 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. **03rd September 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 to 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.

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 23 “Opening of Bids” is amended as follows:

Bids will be opened electronically on EPADS and a system generated details/minutes of bid opening shall be automatically sent to the participating bidders by EPADS therefore a bid opening meeting, to be attended by participating bidders, shall not be applicable.

4. 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 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 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 will be required to furnish a performance bond, amounting to Pak Rupees 500,000/- in form of a Bank Guarantee issued by a scheduled bank in Pakistan as per format provided, within fifteen working days from the receipt of notice of successful bidder or the time as may be extended by PSW. If the successful bidder fails to deposit performance bond within the time stated above, PSW retains the right to cancel the notice for award of tender and PSW may at its sole discretion award the contract to the next most advantageous 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. 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) 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.

14) The successful bidder will sign a Contract/Work Order 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/work order and NDA shall be borne by the successful bidder. In case the Successful Bidder fails or refuses to sign the NDA or the contract/work order, its Bid Securing Declaration shall be executed and PSW may, at its sole discretion, award the contract to the next most advantageous bidder.

15) 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.

16) 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.

17) 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.

18) 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.

19) 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 1.1.19 of General Conditions of Contract is amended as follows:

"Subcontractor" means any entity to which the Contractor subcontracts any part of the Services.

2. Clause 7 "**Effectiveness of Contract**" sub-clause Clause 7.1 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.

3. Clause 10 "**Starting Date/Expiration Date**" of General Conditions of Contract is amended as follows:

10.1 The Contractor shall start carrying out the Services immediately after the date of signature of the Contract by both parties.

10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, the Contract shall remain in force for a period of twelve (12) months from the date of activation of the Services. The Contract may be extended, by mutual consent of the Parties, for another two terms of twelve (12) months each on satisfactory performance of the Contractor and on same terms and conditions including the contract price.

4. Clause 11 "**Entire Agreement"** sub-clause 11.1 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.

5. Clause 13 "**Force Majeure"** sub-clause 13.1 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.

6. Clause 13 "**Force Majeure"** sub-clause 13.3 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.

7. Clause 13 "**Force Majeure"** sub-clause 13.4 of General Conditions of Contract is amended as follows:

During the period in which the Contractor is unable to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to payment for the Services performed and for any portion of the Services not affected by the event of Force Majeure and continued to be performed by the Contractor. Subject to the Parties' prior mutual agreement, the Contractor 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 Services where reasonably possible, and for reactivation of the Services following the cessation of the Force Majeure event.

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

14.3 If the Procuring Agency terminates the Contract due to the Contractor's breach, payment made to the Vendor for any incomplete or un-accepted deliverables under this Contract shall be returned to the Procuring Agency. In addition, the Contractor 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/Services, the Contractor shall only be obligated to compensate the Procuring Agency after deducting such costs.

14.4 The Procuring Agency may terminate the Contract if the Contractor:

1.1.1 Engages in fraud, willful misconduct or actions that could jeopardize data security, confidentiality, business continuity;
1.1.2 The Contractor consistently fails to meet agreed-upon system uptime, response times, or agreed service level or support obligations;
1.1.3 Undertakes unauthorized disclosure or use of confidential data, even in the absence of proven damage;
1.1.4 Fails to deliver necessary system updates, legal compliance changes (e.g., updates required by applicable laws), or promised feature upgrades within the agreed timelines; and
1.1.5 Is found to be negligent or fails to follow industry-standard safeguards which causes a security breach, system compromise, or loss of data.

14.5 During any notice period for termination of contract, both parties shall work collaboratively to ensure a smooth transition and minimize any disruption in Services.

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

14.7 Upon termination of this Contract:
1.1.1 the Contractor should immediately cease all Services (unless otherwise agreed);
1.1.2 assist in transitioning to a new contractor;
1.1.3 provide the Procuring Agency with all system data and documentation in an agreed format;certify the deletion of all the Procuring Agency’s data from their systems and backups (if required); and

1.1.4 the Procuring Agency will be entitled to a copy of the deliverables to the extent completed by the Contractor 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 Contractor by the Procuring Agency, as mutually agreed by the Parties.

14.8 All material containing any information acquired and/or collected as part of Services, 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 Contractor who shall certify such deletion/ destruction thereof up to the satisfaction of the Procuring Agency.

14.9 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 Contractor:

1.1.1 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.

1.1.2 Data Protection & Security: The Contractor'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.

1.1.3 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 Contractor 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.

1.1.4 Audit Rights: The Procuring Agency shall retain the right to audit the Contractor's systems, records, books, data handling, security practices etc. during and post-termination, related to provision of Services and specifically to validate compliance with data destruction and exit obligations. The Contractor shall facilitate the Procuring Agency in any such audits.

1.1.5 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.

1.1.6 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.

9. Section C "**Obligations of the Contractor**" Clause 15 **"General"** sub-clause 15.2 of General Conditions of Contract is amended as follows:

The Contractor 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-Contractors, comply with the Applicable Law.

10. Following clauses are added in Section C "**Obligations of the Contractor**" Clause 15 **"General"** of General Conditions of Contract:

    15.3 The Contractor acknowledges and agrees that it shall, without incurring any additional cost to the Procuring Agency, be liable to re-perform and rework all or any part of the Services which are deficient, due to reasons attributable to the Contractor, in any manner.

    15.4 The Contractorr agrees and undertakes that it shall upon completion of work related to its Services submit the same for the Procuring Agency's approval. The Procuring Agency will give its approval within due time.

    15.5 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, Contractor undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.

    15.6 The Contractor agrees and undertakes to pay each insurance claim received for reimbursement within a period of thirty (30) days from the date of receipt of the claim. The insurance claims will be paid as per terms and conditions contained herein. The internal policies of the Contractor will not impede or hamper the claim settlement procedure from its payment within stipulated time. Procuring Agency shall not be responsible for any kind of additional payment/charges for claim processing or verification.

11. Following clauses are added in Clause 16 "**Conflict of Interests"** of General Conditions of Contract:

    16.3.4 The Contractor 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. Contractor 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.

12. Following clause is added in Clause 18 "**Contractor's Actions Requiring Procuring Agency's Prior Approval**" of General Conditions of Contract:

18.1.3 The Contractor should not hire, change or substitute a subcontractor or JV/consortium partner without the prior written consent of the Procuring Agency.

18.1.4 Except as provided in this Contract, Contractor shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of the Procuring Agency. Any such prohibited assignment or transfer shall be void.

13. Following clause is added in Clause 19 "**Reporting Obligations**" of General Conditions of Contract:

    19.2 All Deliverables/Services 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 a Services/deliverables in case of a non-conformity with the acceptance criteria specified or in violation of the terms of this Contract.

14. Clause 20 "**Liquidated Damages**" sub-clause 20.1 of General Conditions of Contract is amended as follows:
    If the Contractor fails to provide the Services in accordance with the requirements of the Contract, including timely provision/maintenance of insurance coverage, issuance of policy documents, addition/deletion of insured employees, processing of claims, or any other contractual obligation attributable to the Contractor, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% of the Contract Amount per day of delay, which will be deductible from the respective invoice of the Insurance Company, subject to a maximum of 10% of the Contract Amount. The Procuring Agency may waive the Liquidated Damages, at its sole discretion, in case of Force Majeure, provided that the Force Majeure event is duly established by the Contractor and supported by documentary evidence. If the Contractor fails to perform its contractual obligations within the prescribed timeframe, or if the Liquidated Damages reach the maximum limit of 10% of the Contract Amount, the Procuring Agency, without prejudice to any other right or remedy available under the Contract, reserves the right to terminate the Contract and/or forfeit the Performance Guarantee, as applicable.

15. Clause 21 "**Performance Guarantee**" sub-clause 21.1 of General Conditions of Contract is amended as follows:
    The successful bidder shall furnish a Performance Guarantee amounting to PKR 500,000/- (Pak Rupees Five Hundred Thousand only) in the form of an unconditional and irrevocable Bank Guarantee issued by a scheduled bank in Pakistan, in favour of the Procuring Agency, within fifteen (15) working days from the date of notification of award or such extended period as may be allowed by the Procuring Agency. The Performance Guarantee shall remain valid for the entire Contract period and for such additional period as may be required under the Contract.

16. Clause 21 "**Performance Guarantee**" sub-clause 21.4 of General Conditions of Contract is amended as follows:

    Upon successful completion of the Services and expiry of the Contract, the Performance Guarantee shall be released/returned to the Contractor, provided that no claim, dispute, liability or outstanding obligation remains against the Contractor.

17. Following clauses are added in Clause 21 "**Performance Guarantee**" of General Conditions of Contract:

    21.5 If the Contractor fails or delays in performance of any obligation under the Contract, violates any provision of the Contract, or otherwise commits a material breach, the Procuring Agency may, without prejudice to any other right or remedy, invoke or forfeit the Performance Guarantee.

    21.6 No separate retention of 10% from the Contractor's invoices shall be applicable as Performance Security.

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

    27.2 The premium rate for Services shall be [●] % of insured sum which is inclusive of all applicable taxes, duties and levies. The premium rate shall remain unchanged for the term of the Contract. The Contractor shall not be entitled to request or demand an increase in the rates/service charges during the Term of the Contract.

    27.3 The premium shall be paid in advance on quarterly basis.

    27.4 Procuring Agency shall make the payment by cross cheque, online transfer or any other banking channel as per its policy in name of the Contractor within thirty (30) days after receipt and acceptance of original error free invoice(s) /credit note(s) from the Contractor. Taxes shall be deducted at source as per applicable laws.

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

    27.8 In case of no claim during a year a discount of [●] % shall be applicable on the premium of next year.

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

19. Clause "**Payment Terms**" of Special Conditions of Contract is amended as follows:

Payment will be made to the Contractor against the procured goods and Services according to the actual invoice or running bills submitted by the Contractor against the Services provided within the time given in the conditions of the contract. Monthly payments shall be made based on the actual quantity/unit of Services provisioned during the relevant billing period.

In case of additions or deletions, prorated adjustments to the payments shall be made accordingly.

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

The Procuring Agency reserves the right, at any time during the Contract period, to verify the Services provided by the Contractor, including insurance coverage, policy documents, insured employee records, premium calculations, endorsements, claim-related documentation and other records relevant to the Contract.

The Contractor shall provide all such documents and information as may reasonably be required by the Procuring Agency for verification of compliance with the Contract.

21. "**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 Contractor 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 the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

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

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 for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:
Any dispute between the Procuring Agency and the Contractor 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.

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

33. Scope of Services

Contractor shall perform its services as per the detailed Scope provided in **Annexure-A** hereof.

34. Confidentiality

35.1 The Contractor 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.

35.2 The Contractor 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.

35.3 The provisions of clause 35 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,

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

35. Indemnity

35.1 The Contractor 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 Contractor, its members, its subcontractors, its employees, its agents, suppliers or employees of its subcontractors in the execution of the Services 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 all components provided to fulfill the Services;
c. claims made by the Contractor’s employees, members, subcontractors’ employees, who are employed by the Contractor under the Contract;
d. gross negligence or gross misconduct solely attributable to the Contractor 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 Contractor, its employees, agents, sub-contractors not just arising out of gross negligence or misconduct;
f. non-compliance by the Contractor of any laws, governmental requirements and regulations; and
g. an act, omission or commission in performance of the Services under the Contract.

36. Representation and Warranties

36.1 The Contractor 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 Contractor 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 software, hardware (if any), infrastructure materials and documentation supplied by the Contractor during the lifetime of the Contract shall meet the execution and delivery of the highest industry standards;
e. Any services, functions or responsibilities not specifically described in this Contract which form an inherent or necessary part of the Deliverables/Services or are required for proper performance or provision of the Deliverables/Services shall be deemed to be included as part of the Deliverables/Services and will be provided by the Contractor at no additional cost to the Procuring Agency;
f. The entry into and performance according to this Contract by the Contractor will not breach any contractual or other obligation owed by the Contractor 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 Contractor 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 provision of Deliverables/Services 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 availing Services from the Contractor.
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.

36.2 Each of the representation and warranty set out in clause 37.1 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.

36.3 If at any time the Contractor becomes aware that a representation or warranty given by it under Clause 37.1 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.

37. Miscellaneous

37.1 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.

37.2 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.

37.3 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.

37.4 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.

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

37.6 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 Contractor (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 Contractor;
h. The Procuring Agency's response to pre-bid queries;
i. Complete RFP.

37.7 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: BID SECURING DECLARATION
(ON BIDDER'S LETTERHEAD)

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

Tender Name: Hiring of Group Life Insurance for NAFSA Employees (PSW-PROC-26-27-HR-594

Dear Sirs,

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 automatically be suspended from being eligible for Bidding in any contract with the PSW for the period of time as determined by it, if we are in breach of our obligation(s) under the RFP conditions, because we:

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

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

(c) having been notified of the acceptance of our Bid by the PSW during the period of Bid Validity, fail or refuse to (i) sign the contract or (ii) furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the RFP.

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.

Signatures of Authorized Representative: _______________
Name and Title: _______________
Name & Address of Bidder: _______________

[Official Stamp of the Bidder}

ANNEXURE: FORM OF BID

Pakistan Single Window
Ground Floor, Nespak Building, Sector G-5/2,
Islamabad.

Reference your RFP document No. PSW-PROC-26-27-HR-594 for Hiring of Group Life Insurance for NAFSA Employees.

1. We, hereby submit our complete bid along with all the requirements as per the RFP document. We acknowledge that PSW 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 PSW.
11. We acknowledge that PSW/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.

[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: PRICE SCHEDULE

Bidders are required to submit their financial proposals as per following format.

A.

Sr.	Description	Annual Premium Charges – Percentage of total insured sum (Inclusive of all kind of taxes and levies)
1.	Group Life Insurance of NAFSA Staff.	

B.

Sr.	Description	Percentage of total insured sum
1.	Annual No Claim Bonus	

*Responsibility to include all and correct taxes is that of the bidders.

Note:

1- Total premium charges to be considered for evaluation = A-B.
2- All the pages of the financial bid must be sequentially numbered, stamped and signed by the representative authorized as per clause 6 of the Form of Bid.
3- Quoted premium charges must be inclusive of all kind of taxes, duties, charges/levies applicable in Pakistan.
4- Annual premium charges to remain fixed for complete terms of the contract, or as extended in accordance with the provision of this RFP.

____
Signatures of Authorised Representative as per Clause 6 of Form of Bid

Name and Title: _______________

Name & Address of Firm: _______________

ANNEXURE : PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Hiring of Group Life Insurance for NAFSA Employees
(PSW-PROC-26-27-HR-594)

National Agri Trade and Food Safety Authority,
NAFSA Secretariat, TF Complex, G-9/4, Islamabad
Islamabad.

Subject: Surety Guarantee for PKR 500,000/- (in words Pak Rupees Five Hundred Thousand only) on behalf of [insert Insurance Company name] as performance guarantee for provision of Group Life Insurance for NAFSA Employees RFP No. PSW-PROC-26-27-HR-594.

Dear Sirs,

In the sum of PKR 500,000/- (in words Pak Rupees Five Hundred Thousand only), to you in Islamabad.

In consideration of your having issued the award for provision of Group Life Insurance for NAFSA Employees (PSW-PROC-26-27-HR-594) to M/s **[insert Insurance Company name]** called the Insurance Company and in consideration for value, received from Insurance Company, we **[Insert name of the Bank]** (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at **[Insert address]** (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of PKR 500,000/- (in words Pak Rupees Five Hundred Thousand only) at any time on your written demand(s) without further resource, question or reference to Insurance Company or any other person, in the event of default or non-performance and / or non-fulfillment by Insurance Company of his obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Insurance Company and to make payment accordingly within 05 (five) days of receipt thereof.

3. The performance guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective and binding upon us for up to till the validity period of said contract or as may be extended by the Insurance Company from time to time. The Surety shall notify NAFSA in the event that the Insurance Company does not apply for renewal of this performance guarantee thirty days prior to the expiry date of this performance guarantee or as extended from time to time.

4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Insurance Company in respect of the performance of its obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.

5. This performance guarantee shall be binding on us, our successors, including successors in interest, administrators and legal representatives, and shall be irrevocable.

6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Insurance Company.

7. No delay or failure to exercise any right or remedy under this performance guarantee by NAFSA shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by NAFSA shall be valid unless made in writing and duly signed by concerned representatives of NAFSA.

8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against NAFSA shall be available to the Surety against NAFSA in connection with any of the Surety's obligations to NAFSA under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to NAFSA, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to NAFSA such additional amount necessary to ensure that NAFSA receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
9. The performance guarantee shall be binding upon and insure to the benefit of NAFSA and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of NAFSA.

10. No payment to NAFSA under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in

respect of which it was made unless and until payment in full shall have been received by NAFSA.

11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.

12. Thirty days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of ....

AUTHORIZED SIGNATURE ....

(Stamp and signature of the issuing bank)