Standard Bidding Document

Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Offices, Bahria Complex-I and Bahria Complex-III, Karachi (Non-Consultancy Services)

National

Single Stage-One Envelope

November 05, 2026

Pakistan Single Window (PSW),Procurement Department
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Single Window (PSW)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Single Window (PSW)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Offices, Bahria Complex-I and Bahria Complex-III, Karachi**" with the reference of **"P146697"**

2. The **Pakistan Single Window (PSW)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/146697**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, November 18, 2026 03:00 PM**. E-bids will be opened on the same day at **Wednesday, November 18, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is

available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

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.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

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

7.4. If indicated **in the BDS**, the bidder’s designated representative is invited at the bidder’s cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. 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. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or

permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

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

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

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

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

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. **Confidentiality**

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan Single Window (PSW)**

The subject of procurement is: **Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Offices, Bahria Complex-I and Bahria Complex-III, Karachi**

Expected commencement date: **Tuesday, December 15, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P146697**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, November 15, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Pakistan Single Window (PSW)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Pakistan Single WIndow**
The Bid Security shall be in the form of: **Pay Order**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, November 18, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Wednesday***

Date: ***Wednesday, November 18, 2026***

Time *: **03:30 PM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)

Eligibility Criteria	Document
1 The bidder shall submit a complete Company Profile.	Yes
2 The bidder must be a registered business. A certificate of registration issued by SECP, Registrar of Firms, FBR, or other relevant authority shall be provided.	Yes
3 The bidder must be a single legal entity. Joint Ventures, Consortiums, and Sub-Contracting are not allowed. The bidder shall provide confirmation on its official company letterhead.	Yes
4 The bidder must hold a valid PTA Local Loop License for ISP services. A copy of the license shall be provided.	Yes
5 The bidder must be registered for Sales Tax and appear as “Active” and “Operative” on the FBR Taxpayer Profile at the time of bid submission/evaluation. The bidder shall provide its NTN and Sales Tax Registration Certificates.	Yes
6 The bidder must have an established office in Karachi. Details shall be provided on the bidder’s official company letterhead.	Yes

7 The bidder shall confirm on its official company letterhead that it owns and manages its telecommunications infrastructure and is responsible for the end-to-end provisioning, operation, maintenance, and support of the proposed Internet services.	Yes
8 The bidder shall provide a network architecture diagram identifying the last mile, serving POP, core network, and upstream connectivity.	Yes
9 The bidder shall submit a deployment, installation, testing, and service activation plan identifying major activities, estimated timelines, dependencies, and responsibilities, including the time required to make the services fully operational.	Yes
10 The bidder shall explicitly specify the Committed Information Rate (CIR) and Peak Information Rate for each offered connection on its official company letterhead.	Yes
11 The Internet connection shall be dedicated and uncontended, with a contention ratio of 1:1. The bidder shall provide an undertaking on its official company letterhead.	Yes
12 The bidder shall declare any bandwidth limitations, traffic management policies, or other service restrictions applicable to the offered service, or explicitly state that no such limitations or restrictions exist, on its official company letterhead.	Yes
13 The bidder shall submit a duly signed Conflict of Interest Undertaking on its official company letterhead, confirming that it has no actual, potential, or perceived conflict of interest concerning this procurement or the related services.	Yes
14 The bidder shall provide an undertaking on its official company letterhead confirming that it has not been involved in any contract non-performance of procurement contracts during the last three (03) years.	Yes
15 Any bidder with which PSW has documented adverse or unsatisfactory experience during the past five (05) years shall be disqualified.	No

16 The submitted bid must comply with all terms and conditions of the RFP and Scope of Work. Any conditional bid shall be rejected.	No
17 The bidder shall submit a signed Bid Securing Declaration (Form 9), duly stamped, as per the format provided.	Yes
18 The bidder shall submit a signed Form of Bid, duly stamped, as per the format provided in the Additional Forms and Documents of the RFP.	Yes
19 The existing Internet Service Provider (ISP) currently providing connectivity services to PSW at the relevant location(s), whose services are required to continue beyond December 2026, shall not be eligible to participate in this procurement.	No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**90**
International /tier 1 operator	
Tier-1 Global Network Connectivity: The bidder must provide documentary evidence (agreements, purchase orders, or equivalent documents) proving connectivity with a Tier-1 international upstream/transit provider. (Quantitative)(Doc Required)	30
Network architecture and redundancy	
Network Architecture and Redundancy (Availability of Multiple End-to-End Network Paths and Redundant Devices) (Quantitative)(Doc Required) Two or more independent end-to-end network paths with redundant network devices to ensure high availability and minimize single points of failure. **(15)** Single end-to-end network path without end-to-end path redundancy. **(5)**	15
NOC and escalation capability	

The bidder shall submit, on its official company letterhead, confirmation of 24×7×365 NOC and field support availability, along with an L1/L2/L3 escalation matrix specifying designated POCs, contact details, and incident response and resolution TATs in accordance with provided Scope of Services. A duly signed confirmation, along with relevant documentary evidence and details, must be submitted. (Quantitative)(Doc Required)	10
Enterprise experience and references	
For Lot 1 and Lot 2, the bidder must have experience in providing Internet connectivity services in Pakistan to Government, Semi-Government, Local or Multinational organizations during the last three (03) years, with a minimum bandwidth of 100 Mbps for Lot 1 and Lot 2. The bidder shall provide POs/ Contracts/ supporting documents as evidence of the relevant experience. (Qualitative)(Doc Required) Above 5 = 15 Marks **(15)** From 3 to 5 = 10 Marks **(10)** From 1 to 3 = 5 Marks **(5)**	15
Monitoring and reporting	
Availability of a monitoring portal/tool providing real-time bandwidth utilization, usage trends, and network performance reports. (Quantitative)(Doc Required)	10
Last-Mile Route Distance	
The proposed last-mile route, including the distance between the bidder’s serving Point of Presence (PoP) and PSW premises. Bidders proposing shorter last-mile routes will receive higher scores, subject to compliance with mandatory technical requirements. (Quantitative)(Doc Required) Within 100 Meter Node within respective PSW office building = 20 **(20)** Between 100 to 200 meters **(10)** More than 200 meters = 5 **(5)**	20

Required Services

Lot Title : Lot-1 Primary Internet Connectivity 5th Floor, Bahria Complex-I

Bid Security : 0 PKR

Position	Delivery Schedule	Quantity
Supply, installation, testing & commissioning of Internet connection at 5th Floor Bahria Complex-I: Dedicated Enterprise Internet Link – 500 Mbps with /29 IP public IP pool.	**Address:** 5th Floor, Bahria Complex-I building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 36/month	36/month
Installation Charges (if any): One-time Installation Charges	**Address:** 5th Floor, Bahria Complex-I building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 1/job	1/job

Position	Delivery Schedule	Quantity
Unit Rate (in case of enhancement during contract period)	**Address:** 5th Floor, Bahria Complex-I building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 1/Per 10Mbps Month	1/Per 10Mbps Month
Public IP (in case of enhancement during contract period)	**Address:** 5th Floor, Bahria Complex-I building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 1//Per IP / month	1//Per IP / month

Lot Title : Lot-2 Seconday Internet Connectivity 4th Floor, Bahria Complex-III

Bid Security : 0 PKR

Position	Delivery Schedule	Quantity

Supply, installation, testing & commissioning of Internet connection at 4th Floor Bahria Complex-III: Dedicated Enterprise Internet Link – 100 Mbps with /29 IP public IP pool.	**Address:** 4th Floor, Bahria Complex-III building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 36/month	36/month
Installation Charges (if any): One-time Installation Charges	**Address:** 4th Floor, Bahria Complex-III building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 1/job	1/job
Unit Rate (in case of enhancement during contract period)	**Address:** 4th Floor, Bahria Complex-III building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 1/Per 10Mbps Month	1/Per 10Mbps Month

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Public IP (in case of enhancement during contract period)	**Address:** 4th Floor, Bahria Complex-III building, M.T. Khan Road, Karachi. **Schedule:** Immediately After Award of Contract **Quantity:** 1//Per IP / month	1//Per IP / month

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services :

No

Services Specifications

Lot Title : Lot-1 Primary Internet Connectivity 5th Floor, Bahria Complex-I

Position: Supply, installation, testing & commissioning of Internet connection at 5th Floor Bahria Complex-I: Dedicated Enterprise Internet Link – 500 Mbps with /29 IP public IP pool.

Specifications / Requirements:

Supply, installation, testing & Commissioning of Internet Connection: • 500 Mbps dedicated (CIR) with public IP /29 pool. • Media: Fibre Optics • Multiple Handoff interface - Ethernet (RJ45) • Monitoring - Web interface required. • SLA - Uptime of 99% must be guaranteed

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Position: Installation Charges (if any): One-time Installation Charges

Specifications / Requirements:

Installation Charges, inclusive of all associated costs.

Position: Unit Rate (in case of enhancement during contract period)

Specifications / Requirements:

Unit Rate (in case of enhancement during contract period) Per Mbps (CIR) rate

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Position: Public IP (in case of enhancement during contract period)

Specifications / Requirements:

Lot Title : Lot-2 Seconday Internet Connectivity 4th Floor, Bahria Complex-III

Position: Supply, installation, testing & commissioning of Internet connection at 4th Floor Bahria Complex-III: Dedicated Enterprise Internet Link – 100 Mbps with /29 IP public IP pool.

Specifications / Requirements:

Supply, installation, testing & Commissioning of Internet Connection: • 100 Mbps dedicated (CIR) with public IP /29 pool. • Media: Fibre Optics • Multiple Handoff interface - Ethernet (RJ45) • Monitoring - Web interface required. • SLA - Uptime of 99% must be guaranteed

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Position: Installation Charges (if any): One-time Installation Charges

Specifications / Requirements:

Installation Charges, inclusive of all associated costs.

Position: Unit Rate (in case of enhancement during contract period)

Specifications / Requirements:

Unit Rate (in case of enhancement during contract period) Per Mbps (CIR) rate

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Position: Public IP (in case of enhancement during contract period)

Specifications / Requirements:

Public IP (in case of enhancement during contract period) Single Public IP Rate

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Scope of Work

SCOPE OF SERVICES

1. Background

Pakistan Single Window (PSW) is a government organization responsible for facilitating and supporting digital services related to international trade. The availability, performance, and reliability of Internet connectivity are critical to PSW's business operations and digital services.

PSW intends to engage qualified Internet Service Provider(s) (ISPs) to provide dedicated, enterprise-grade Internet connectivity at its Karachi offices, supported by reliable international connectivity, proactive monitoring, and defined Service Level Agreement (SLA) commitments.

2. Objective

The objective is to obtain reliable, scalable, and resilient Internet connectivity that ensures:

- High availability and service continuity.
- Dedicated and uncontended Internet bandwidth.
- Reliable international upstream and transit connectivity.
- Acceptable latency, packet loss, and jitter.
- 24×7×365 Network Operations Center (NOC) monitoring and support.

- Proactive fault detection, incident notification, and escalation.
- Defined response and service restoration commitments.
- Dedicated enterprise account/service management, with the Account Manager based in Karachi.
- Transparent performance monitoring and SLA reporting.

3. Scope of Services

The selected ISP(s) shall provide dedicated Internet connectivity at the following PSW locations:

Sr. No.	Required Bandwidth	PSW Location	Latlongs
1. Primary Internet Connectivity 5th Floor, Bahria Complex-I	500 Mbps	https://maps.app.goo.gl/KnvL86FrAujE9Cz27	24.84503° N, 66.99687° E
2. Secondary Internet Connectivity 4th Floor, Bahria Complex-III	100 Mbps	https://maps.app.goo.gl/cKMXNTHeqLXrz8Zf7	24.84393° N, 67.00309° E

Bidders may submit offers for either or both locations, subject to the bidding document's requirements. The award shall be made on a location-wise basis in accordance with the applicable evaluation and award criteria. Bidders have the option to participate in a single or both Lots. Order shall be awarded on lot wise basis.

The scope for each location shall include:

- Provision of dedicated, enterprise-grade Internet access on a 24×7 basis.
- Dedicated, business-grade fiber-based last-mile connectivity terminating at the specified PSW premises.
- Supply, installation, configuration, and commissioning of all required Customer Premises Equipment (CPE).
- Provision of contracted bandwidth without unauthorized throttling, deprioritization, or restriction during network congestion.
- 24×7×365 NOC monitoring, technical support, incident management, and escalation.
- Proactive fault detection, ticketing, notification, and coordination with upstream carriers.
- Performance monitoring and monthly SLA compliance reporting.
- Technical account management and service delivery coordination throughout the contract period.
- Deployment, installation, testing, and service activation within the timeline proposed by the bidder and approved by PSW.

4. Bandwidth and Connectivity Requirements

- The ISP shall provide the full contracted bandwidth at the respective PSW location.
- The Internet connection shall be dedicated and uncontended, with a contention ratio of 1:1.

5. Public IP Addressing

The ISP shall provide the following:

- A minimum /29 public IPv4 subnet for each location, suitable for PSW's VPN and other authorized enterprise requirements.
- Public IP addresses that comply with applicable PTA requirements and are suitable for the intended VPN use.

- Additional public IP addresses or subnets, subject to availability and PSW's requirements.
- Reverse DNS configuration, where required and supported by the ISP.

The bidder shall specify the cost of the included public IP allocation and the unit rate for additional IP addresses, where applicable.

6. Last-Mile Connectivity and Network Architecture

- ○ The ISP shall provide dedicated, business-grade fiber-based last-mile connectivity with dual electrical Ethernet hand-off.
  - ○ Where redundant routes are available, the ISP should avoid common ducts, fiber routes, aggregation nodes, and critical network elements wherever technically feasible.

7. Service Availability and Performance Requirements

The ISP shall meet the following minimum service requirements:

Metric	**Minimum Requirement**
Monthly service availability	≥ 99.00%;
Contention ratio	1:1

Packet loss	≤ 0.5%
Monitoring	24×7×365 proactive monitoring, access to usage graph through appropriate monitoring tool
SLA reporting	Monthly performance and SLA compliance report

The bidder shall ensure compliance with the minimum service levels and performance standards specified in the above table.

8. Incident Management and Support

8.1. Network Operations Center

The ISP shall operate a 24×7×365 enterprise NOC responsible for:

- Continuous monitoring of the Internet connection.
- Proactive fault detection and incident identification.
- Incident logging, ticketing, and technical diagnosis.
- Escalation and coordination with upstream carriers.
- Notification of service interruptions and performance degradation.
- Tracking incidents through resolution and service restoration.

8.2. Response and Restoration Targets

The ISP shall meet the following incident response and restoration targets:

Severity	Example	Initial Response	Restoration Target
P1	Complete Internet outage	≤ 15 minutes	≤ 4 hours
P2	Major degradation / significant service impact	≤ 30 minutes	≤ 8 hours
P3	Minor degradation / non-critical issue	≤ 2 hours	≤ 24 hours
P4	Service request / routine issue	≤ 4 hours	≤ 2 business days

8.3. Escalation Matrix

The ISP shall provide a documented escalation matrix covering Level 1 support through the Head of Support or equivalent senior authority. The matrix shall include:

- Name and designation of each escalation contact.
- Support level and area of responsibility.

- Mobile/telephone number.
- Official email address.
- Escalation sequence and applicable escalation procedure.

8.4. Dedicated Account / Service Delivery Manager

The ISP shall assign a dedicated enterprise Account Manager based in Karachi.

The assigned manager shall be responsible for SLA management, service reviews, incident escalation, capacity planning, billing coordination, and continuous service improvement. Quarterly service review meetings are preferred.

9. Proactive Monitoring and Notifications

The ISP shall provide continuous monitoring of the connection, including the following parameters, as applicable:

- Link availability and bandwidth utilization.
- Latency, packet loss, and jitter.
- Interface errors and optical parameters.
- Routing status and network performance.

The ISP shall also:

- Proactively notify PSW of outages and service degradation.

- Notify PSW of major fiber cuts, international cable outages, routing incidents, and capacity constraints that may affect service delivery.
- Provide planned maintenance notifications at least 48 hours in advance, except in emergencies.
- Provide access to bandwidth utilization graphs through an appropriate monitoring portal or equivalent tool.
- Submit monthly performance and SLA compliance reports.

10. Installation, Testing, and Service Acceptance

The ISP shall provide a deployment and installation plan specifying the expected installation, testing, and activation timelines.

The scope shall include all necessary installation, configuration, testing, and commissioning activities.

Before the recurring service period begins, PSW shall conduct or witness formal acceptance testing to verify:

- Delivery of contracted bandwidth and CIR.
- Successful Internet connectivity and routing.
- Public IP allocation and suitability for the intended VPN requirements.
- Compliance with agreed packet loss and other applicable performance parameters.
- Availability of monitoring portal or equivalent tool.
- Availability of support contacts and escalation procedures.
- Compliance with the applicable service and SLA requirements.

Service acceptance shall be subject to satisfactory completion of the agreed tests and formal acceptance by PSW. Recurring service invoicing shall commence only after successful acceptance.

11. Deployment and Service Management

Throughout the contract period, the successful ISP shall maintain service delivery coordination, technical support, proactive monitoring, incident management, and SLA reporting for the awarded location(s).

Any proposed interruption required for planned maintenance shall be communicated to PSW at least 48 hours in advance, except in emergencies.

Brief Description

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

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

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

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

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor 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.

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

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

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

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

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

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

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

14.2. **By the Contractor**

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

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

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

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor 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 Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor 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. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Single Window (PSW), Procurement Department Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.

Contractor is:

The title of the subject procurement is:Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Offices, Bahria Complex-I and Bahria Complex-III, Karachi

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Single Window (PSW), Procurement Department
Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.
+92-519-211-129
procurement@psw.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Single Window (PSW), Procurement Department
Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.
+92-519-211-129
procurement@psw.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.05%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority 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 developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

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

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the 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 for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a 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.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P146697***

To: **Pakistan Single Window (PSW), Procurement Department Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

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

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan Single Window (PSW), Procurement Department Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Offices, Bahria Complex-I and Bahria Complex-III, Karachi (*P146697*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Single Window (PSW), Procurement Department Ground Floor, NESPAK Building, Sector G-5/2, Islamabad.**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS

Information (Read-Only)

See Form Under Additional Forms and Documents: **SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS** (page number: 85)

SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

Information (Read-Only)

See Form Under Additional Forms and Documents: **SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT** (page number: 91)

Annexure Form of Bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure Form of Bid** (page number: 106)

Annexure Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure Price Schedule** (page number: 109)

Technical Evaluation Criteria.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical Evaluation Criteria.** (page number: 112)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
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Additional Forms and Documents

SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS

The provisions, instructions, and stipulations mentioned in this section will complement, 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 9th November. 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/TM-652/656) 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, where the RFP number is not mentioned in the subject line of the email. procurement@psw.gov.pk

4. Bids will be opened electronically on EPADS on the same day 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 submission and bid opening falls on a public holiday, the 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. 9th November.

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 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 on the same day. 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.

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 unbalanced 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 the format provided in **Section "Additional Forms & Documents."** Any bid whose Bid Securing Declaration has not been submitted shall not be considered and shall be rejected.
3) The Bid Securing Declaration shall be executed in case of any of the following occurrences:
   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) PSW shall retain an amount equivalent to 10% of the total amount of the Vendor's first monthly invoice as performance security. No further retention shall be made from subsequent monthly invoices. Unless there is an increase or decrease in the bandwidth or contract value as per terms and conditions of the Contract than the performance guarantee amount shall be adjusted accordingly.
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.

   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) Any bid submitted after deadline for submission of bids or Bid Securing Declaration 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/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.

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 complement, 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 or extended pursuant to Clause GCC 14 hereof, the Contract shall remain in force for a period of thirty-six (36) months commencing from the date of activation of the Services. Billing shall commence only after the successful installation and activation of the link.

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:

a. Engages in fraud, willful misconduct or actions that could jeopardize data security, confidentiality, business continuity;
b. The Contractor consistently fails to meet agreed-upon system uptime, response times, or agreed service level or support obligations;
c. Undertakes unauthorized disclosure or use of confidential data, even in the absence of proven damage;
d. 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
e. 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:

a. the Contractor should immediately cease all Services (unless otherwise agreed);
b. assist in transitioning to a new contractor;
c. provide the Procuring Agency with all system data and documentation in an agreed format;
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 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:

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 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.
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 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.

d. 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.
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.

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.

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:

20.1 If the Bidder fails to provide Services / maintain agreed SLA Levels or up time as required under the Contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay Liquidated Damages at 1% of the Contract Amount per day of delay in service activation or per 30 minutes of downtime,

subject to a maximum of 10% of the Contract Amount. 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 Contractor and supported by documentary evidence. Moreover, if Contractor fails to complete the Services 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 Contractor.

15. Clause 21 "**Performance Guarantee**" sub-clause 21.1 of General Conditions of Contract is amended as follows:
    An amount equivalent to 10% of the first month's invoice shall be retained by PSW as Performance Guarantee. In the event of an increase or decrease in bandwidth resulting in a change in the monthly invoice amount, the retained amount shall be adjusted accordingly.

16. Clause 21 "**Performance Guarantee**" sub-clause 21.4 of General Conditions of Contract is amended as follows:
    The retained amount shall be returned upon successful completion of the Contract or, in the event of early termination, in accordance with the applicable provisions of the Contract, provided that no claims or disputes remain outstanding.

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

    21.5 If the Contractor 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 Contractor.

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

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

    27.2 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.

27.3 The contract prices shall remain fixed throughout the contract term and any extension thereof, except that prices may be reviewed upon renewal of the contract to account for inflation. Any adjustment shall be based on the average annual inflation rate for the preceding three (03) years, as announced by the Government of Pakistan. If the average inflation for the last three years exceeds ten percent (10%), the contract prices shall be increased by the percentage exceeding the 10% threshold. For instance, if the average inflation at the time of renewal is 15%, the contract price will be increased by 5% (15% - 10%). The revised price shall remain unchanged for the next term of the contract.

27.4 Payment shall be made monthly in arrears on a credit basis, subject to successful service delivery during the respective billing period. Billing shall commence only after successful installation and activation of the link. The Contractor shall obtain a Services Receipt Note (SRN) from the Authorised Representative of the Procuring Agency, as specified in Clause 6.1 of the Conditions of Contract, and submit it with the original tax invoice and other required supporting documents to the Finance Department for payment processing. Invoices with incomplete or discrepant supporting documents, including the SRN, shall not be processed for payment.

27.5 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 Contractor. Taxes shall be deducted at source as per applicable laws.

27.6 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.

27.7 No advance payment shall be made to the Contractor for installation or under any other account.

27.8 The payment shall be made to Contractor only when it is on the Active Taxpayers List (ATL) of Federal Board of Revenue (FBR). If 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 any increase in the per-MB usage or consumption, payment shall be made based on the actual additional MBs, at the applicable agreed per-MB rate.

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

The Procuring Agency reserves the right at any time to inspect the premises of the Contractor to inspect the Services being provisioned.

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 who 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, and 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: FORM OF BID

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

Reference your RFP document No. XXXX for Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Offices, Bahria Complex-I Lot-1 and Bahria Complex-III Lot-2, Karachi.

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 blacklisting 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 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 shall be final and 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.
11. We acknowledge that 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: _____

Acceptance by representative being authorized at Clause 6 above (Authorizee):

Signatures: _____

Name and Title/designation of Authorizee: _____
Cell No. of Authorizee: _____
e-mail address of Authorizee: _____
Mailing address of Authorizee: _____

Date of signing: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEXURE: PRICE SCHEDULE

Bidders are required to submit their charges as per the following format.

Lot-01: Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Office, Bahria Complex-I Karachi.

Sr.	Description	Unit	Qty	Unit Price Inclusive of all Taxes (PKR)	Total Price Inclusive of all Taxes (PKR)
1.	Supply, installation, testing & commissioning of Internet connection at 5th Floor Bahria Complex-I: Dedicated Enterprise Internet Link – 500 Mbps with /29 IP public IP pool.	Month	36		
2.	Installation Charges (if any): One-time Installation Charges	Job	01		
3.	Unit Rate (in case of enhancement during contract period) Per Mbps (CIR) rate	Per 10Mbps/ Month	01		
4.	Public IP (in case of enhancement during contract period) Single Public IP Rate	Per IP / month	01		
Total Price Inclusive of all Taxes (Rs.)					
Amount in Words:					

Lot-02: Provision, Installation, and Commissioning of Internet Connectivity Services at PSW Office, Bahria Complex-III, Karachi.

Sr.	Description	Unit	Qty	Unit Price Inclusive of all Taxes (PKR)	Total Price Inclusive of all Taxes (PKR)
1.	Supply, installation, testing & commissioning of Internet connection at 4th Floor Bahria Complex-III: Dedicated Enterprise Internet Link – 100 Mbps with /29 IP public IP pool.	Month	36		
2.	Installation Charges (if any): One-time Installation Charges	Job	01		

3.	Unit Rate (in case of enhancement during contract period) Per Mbps (CIR) rate	Per 10Mbps/ Month	01		
4.	Public IP (in case of enhancement during contract period) Single Public IP Rate	Per IP / month	01		
Total Price Inclusive of all Taxes (Rs.)					
Amount in Words:					

NOTE:

1. The selection of the Internet Service Provider for each Lot shall be based on the Quality and Cost Based Selection Method.
2. Bidders may bid for either one or both Lots. The contract shall be awarded to the technically compliant lowest evaluated bidder on a lot-wise basis.
3. The term of the Contract shall be thirty-six (36) months, which may be extended for a further term of thirty-six (36) months, subject to the satisfactory performance of the Vendor and on the same terms and conditions. The contract prices shall remain fixed throughout the contract term and any extension thereof, except that prices may be reviewed upon renewal to account for inflation. Any adjustment shall be based on the average annual inflation rate for the preceding three (03) years, as announced by the Government of Pakistan. If the average inflation rate exceeds ten percent (10%), the contract prices shall be increased by the percentage exceeding the 10% threshold. For instance, if the average inflation rate at the time of renewal is 15%, the contract prices shall be increased by 5% (15% − 10%). The revised prices shall remain unchanged throughout the renewed term.
4. Bidders are required to visit the site, make their own assessments/measurements, and satisfy themselves regarding the site conditions, measurements, and requirements before quoting.
5. Bidders shall quote their rates as per the prescribed Price Schedule and shall include all requirements necessary for successful delivery of the services. Any requirement, material, part, or service not separately quoted but deemed necessary for successful completion shall be considered included in the quoted price, and the bidder shall provide the same within the quoted amount.
6. The bidder shall provide a complete breakdown of all applicable taxes and statutory charges included in the quoted prices, specifying the tax type, applicable rate, and amount separately. All quoted prices shall be inclusive of applicable taxes.
7. PSW reserves the right to increase or decrease the quantities at its discretion, as per actual requirements.
8. Serial Nos. 3 and 4 for both Lots in the Price Schedule are for bandwidth enhancement and additional public IPs, respectively, during the contractual period.

Payment against these items shall be made based on actual consumption/requirement.

9. Delivery, installation, configuration, testing, and commissioning of the required services shall be carried out at Bahria Complex-I and Bahria Complex-III, M.T. Khan Road, Karachi.
10. PSW shall retain an amount equivalent to 10% of the first month's invoice as performance security. No further retention shall be made from subsequent monthly invoices. Unless there is an increase or decrease in the bandwidth or contract value as per terms and conditions of the Contract than the performance guarantee amount shall be adjusted accordingly.
11. Liquidated Damages of 1% of the Contract Amount per day of activation delay or per 30 minutes of downtime, subject to a maximum of 10% of the Contract Amount, shall apply for failure to meet agreed SLAs, uptime, or data security requirements. The Procuring Agency may waive damages at its discretion or in cases of Force Majeure supported by documentary evidence. If the service activation deadline is missed or damages reach the 10% maximum, the Procuring Agency may terminate the Contract and forfeit the performance security, without prejudice to other remedies.
12. All payments shall be made through online bank transfer or any other banking channel as per PSW policy, after deduction of applicable taxes, within thirty (30) days of submission and acceptance by PSW of original, error-free invoices.
13. No advance payment shall be made. Payment shall be processed on a credit basis upon successful delivery/acceptance. The successful vendor shall obtain the GRN from the concerned end-user department and submit the invoice through the PSW ERP system for payment processing.

_____

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

Name and Title: _____

Name & Address of Firm: _____

Annexure: Technical Evaluation Criteria

Technical Evaluation Criteria:

Bidders shall submit all relevant documents required for evaluation against the stated criteria. Marks shall be awarded only on the basis of documents submitted with the bid, and the bidder shall be responsible for providing all necessary supporting documents. Any discrepancy in the Form of Bid shall be communicated to the bidder for rectification. Failure or refusal to rectify the discrepancy within the specified time shall result in disqualification.

The Bids shall be evaluated on a **Quality & Cost Based Selection,** with 70% weightage being allotted to technical proposals and 30% weightage being allotted to financial proposals.

The weightage of the marks obtained in the above criteria shall be eighty percent (70%) and will be calculated as below: (**Technical Weightage = 70%)**

A = (Marks Obtained out of 100) x 0.7

Financial Evaluation:

The financial proposals of the technically qualified bidders shall be evaluated as per the criteria below:

B = [100 x (Lowest Financial Proposal Value/Financial Proposal Value to be evaluated)] X 0.3

Final Score:

Final Score shall be calculated as per the following formula:

Final Score = A + B

The contract will be awarded to the bidder obtaining the highest Final Score (**most advantageous bid**).