Standard Bidding Document

Procurement of Services to Design and Develop NAFSA Website (Non-Consultancy Services)

National

Single Stage-Two Envelope

August 13, 2026

Pakistan Single Window (PSW),Procurement Department
Ground Floor, NESPAK Building, Sector G-5/2., Islamabad Capital Territory
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Table of Contents

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 "**Procurement of Services to Design and Develop NAFSA Website**" with the reference of **"P79693"**

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-Two 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, 2004 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/79693**.

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 **Monday, August 31, 2026 03:00 PM**. E-bids will be opened on the same day at **Monday, August 31, 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**

7. In terms of Rules 48 of Public Procurement Rules, 2004 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.org.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 for 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-Two 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 Invitation for Bids.

3. **Fraudualent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

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

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

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

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

4.4.3. is not related to the avoidance or 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.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, 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 by the Procuring Agency include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI 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 1.1.**

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.

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 and 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:

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 BDS, GCC and SCC;

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

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; 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 BDS, 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 as defined in Section-IV titled as “Eligible Countries”.

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, 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 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability 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. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. **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 Section VI (Bid Forms) 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.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC 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. 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, or

17.5.2. in the case of a successful bidder fails:

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

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

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 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.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

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 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/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of 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.

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

23.3. 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**.**

23.4. 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.

24. **Confidentiality**

24.1. 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.

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

25. **Preliminary Examination of Bids**

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

25.1.1. meets the eligibility criteria defined in **BDS**;

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

25.1.3. is accompanied by the required securities; and

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

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** 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 bids shall be rejected.

25.3. 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.

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

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. 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 BDS**,** it shall reject the bids.

27. **Correction of Errors**

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

27.1.1. 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;

27.1.2. 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

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

27.1.4. 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.

27.2. 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.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. 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.

29.3. 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.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. 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;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. 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.

29.7. 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.**

30. **Determination of Most Advantageous Bids**

30.1. 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.

31. **Abnormally Low Financial Bids**

31.1. Procuring agency may 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.
A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his 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 document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (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 for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. **Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. **Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. 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 most advantageous Bid.

44. **Procuring Agency's Right to reject All Bids**

44.1. 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).

44.2. 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.

45. **Notification of Award**

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

45.2. 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 Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. **Signing of Contract**

46.1. 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.

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, 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.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** 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.

48. **Corrupt & Fraudulent Practices**

48.1. 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. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services 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

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

The subject of procurement is: **Procurement of Services to Design and Develop NAFSA Website**

Expected commencement date: **Wednesday, December 30, 2026**

BDS Clause Number 2

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

Name and identification number of the Contract: **P79693**

BDS Clause Number 3

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

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, August 23, 2026
Pre-Bid Meeting: Wednesday, August 19, 2026 11:00 AM

Venue: Online meeting
Meeting Link:
https://teams.microsoft.com/meet/456190526164103?p=HFFy931VZrO3XEuMZr

BDS Clause Number 5

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

BDS Clause Number 6

List of documents required along with the bid:

1. Submission of all documents as outlined in the Eligibility and Evaluation Criteria

BDS Clause Number 7

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

see Eligibility Criteria

BDS Clause Number 8

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

BDS Clause Number 9

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

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

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

BDS Clause Number 13

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

BDS Clause Number 14

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

BDS Clause Number 15

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 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

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

D. Submission of Bids

BDS Clause Number 17

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 Capital Territory

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

The deadline for Bids submission is: **Monday, August 31, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day *: **Monday***

Date: ***Monday, August 31, 2026***

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

BDS Clause Number 19

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

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

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

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

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

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant Sole Proprietorship Partnership Firm Company (Private Limited) Company (Public Limited) Company (Holding Company) Company (Limited by Guarantee) State Owned Enterprise (Private Limited) State Owned Enterprise (Public Limited)	None

Eligibility Criteria	Document
Mandatory Requirement: The bidder must be a registered business. To Provide: Proof of registration of business in form of Certificate of Incorporate issued by SECP, Registration certificate issued by Registrar of Firms, documents related to registration of business with FBR etc.	Yes

Mandatory Requirement: The bidder should be NTN & Sales Tax registered and appearing as “Active” and “Operative” on the “Taxpayer Profile” at FBR’s website. To provide: NTN & Sales Tax registration certificates of bidder.	Yes
Complete Company Profile	Yes
Bidder must have minimum average annual turnover of PKR 10 million in last three years. To provide: Supporting documents in form of Audited Financial Statements, tax returns etc. of last three years.	Yes
The bidder must be a single legal entity. JVs/consortiums are not allowed. Undertaking to be provided on bidder’s letterhead.	Yes
At least 5 years of experience in developing and implementing interactive websites. Bidders to provide copies of contracts/POs/WOs etc. of earliest projects undertaken, related to website/portal design, development, and implementation projects. The date of such provided earliest contract/PO/WO etc. shall be used to calculate the number of years as required.	Yes
The bidder must have successfully completed at least three (03) similar large and interactive website/portal development projects in Pakistan within the last five (05) years for government, development sector or MNCs. Bidder to provide copies of Contracts/POs/WOs of such assignments along with their completion certificates and complete details of POC of the clients. Bidders to also provide URLs of the websites / portals as claimed against this criterion.	Yes
The Bidder must have established an office in Islamabad or Rawalpindi. Bidders to provide details and address on their letterhead.	Yes
CV of proposed Project Manager with minimum 5 years of relevant project management experience in web development.	Yes
CVs of key technical resources (Web Developers, UI/UX Designer, Security Specialist, QA Manager etc.).	Yes

Escalation Matrix The bidder must provide an escalation matrix for support (L1, L2, L3) with turnaround times (TATs) and details of POCs.	Yes
Bidders to provide their detailed methodology and workplan on how they plan to undertake the subject project.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	**60**
1- Year of Experience:	
Years of Experience in developing and implementing interactive websites Bidders to provide copies of contracts/POs/WOs etc. of earliest projects undertaken, related to website/portal design, development, and implementation projects. The date of such provided earliest contract/PO/WO etc. shall be used to calculate the number of years as required. (Quantitative)(Doc Required) Greater than 10 Years **(10)** Greater than or equal to 7 Years AND Less than or equal to 10 Years **(7)** Greater than 5 Years AND Less than 7 Years **(4)**	10
2- Similar solutions development & deployed:	

Proven experience in developing and successfully implementing similar large and interactive website/portal development projects in Pakistan within the last five (05) years for government, development sector or MNCs. Bidder to provide copies of Contracts/POs/WOs of such assignments along with their completion certificates and complete details of POC of the clients. (Quantitative)(Doc Required) above 7 deployments **(10)** 6 to 7 deployments **(7)** 3 to 5 deployments **(5)**	10
3- Qualification & Experience of Team Lead:	
A- Relevant Experience: For criterion 3-A marks will be allocated on a comparative basis. The most relevant, robust and pertinent proposal aligning most closely to the requirements of the said criterion will be awarded the maximum marks. Other bidders will be awarded marks proportionately, based on their proposals. (Qualitative)(Doc Required)	10
B- Relevant Certifications: (Quantitative)(Doc Required)	3
C- Relevant qualification: (Quantitative)(Doc Required)	2
4- Qualifications, experience and adequateness of proposed Team:	
A- Overall relevant experience of proposed team: For criterion 4-A marks will be allocated on a comparative basis. The most relevant, robust and pertinent proposal aligning most closely to the requirements of the said criterion will be awarded the maximum marks. Other bidders will be awarded marks proportionately, based on their proposals. (Qualitative)(Doc Required)	10

B- Overall qualification of proposed team: For criterion 4-B marks will be allocated on a comparative basis. The most relevant, robust and pertinent proposal aligning most closely to the requirements of the said criterion will be awarded the maximum marks. Other bidders will be awarded marks proportionately, based on their proposals. (Qualitative)(Doc Required)	5
C- Adequacy of proposed team: For criterion 4-C marks will be allocated on a comparative basis. The most relevant, robust and pertinent proposal aligning most closely to the requirements of the said criterion will be awarded the maximum marks. Other bidders will be awarded marks proportionately, based on their proposals. (Qualitative)(Doc Required)	10
5- Methodology & Work Plan	
Methodology & Work Plan: Bidders to provide detailed methodology and workplan explaining how they plan to undertake the subject project. For criterion 5 marks will be allocated on a comparative basis. The most relevant, robust and pertinent proposal aligning most closely to the requirements of the said criterion will be awarded the maximum marks. Other bidders will be awarded marks proportionately, based on their proposals. (Qualitative)(Doc Required)	10
6- Quality of similar websites / portals developed in past:	
Quality of similar websites / portals developed in past. PSW will require a demonstration/presentation, during technical evaluation, of the previous undertaken similar projects (maximum 2 to 3 projects to be showcased). The marking shall be based on the aesthetics, functionalities, UI/UX, security standards applied, friendliness of user interface, clean interface, easy navigation etc. of those projects. For criterion 6 marks will be allocated on a comparative basis. The most relevant, robust and pertinent proposal aligning most closely to the requirements of the said criterion will be awarded the maximum marks. Other bidders will be awarded marks proportionately, based on their proposals. (Qualitative)(Doc Required)	20
7- Annual Turnover:	

Annual Turnover in last three years(Maximum Marks 10) To provide: Supporting documents in form of Audited Financial Statements, tax returns etc. of last three years (Quantitative)(Doc Required) above 30 million PKR **(10)** 20 to 30 million PKR **(7)** 10 to 20 million PKR **(5)**	10

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Services to Design and Develop NAFSA Website	**Address:** 2nd Floor, NTC Head Quarter, Sector G-5/2., Islamabad Capital Territory **Schedule:** Website Development six (06) months. Six (06) months of post-launch support (Extendable for two additional six-month terms, if required, subject to satisfactory performance). **Quantity:** 1/Qty	1/Qty	0 PKR

Related Services :

Yes

Position	Related Services
Services to Design and Develop NAFSA Website	Post Implementation maintenance and support (As per the attached SOW)

Services Specifications

Positions Without Lots :

Position: Services to Design and Develop NAFSA Website

Specifications / Requirements:

Detailed specifications are attached in the annexure.

Scope of Work

Detailed Scope of work attached as annexure.

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]		

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 Key Experts 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 forty-five (45) 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 forty-five (45) 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 Supplier's 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 Supplier 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**

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 the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

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 Capital Territory

The Supplier is:

The title of the subject procurement is:Procurement of Services to Design and Develop NAFSA Website

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 Capital Territory
+92-921-1129
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 Capital Territory
+92-921-1129
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 Services 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 services due to a conflict of a nature described in Clause GCC C2**.**

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 **0.50%** 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:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

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 F

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 F

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.

Delivery & Documents

Inception: Requirement Analysis, Design and Prototype, Governance Model, Design Wireframes, Project Plan (Within 8 weeks)

Development: Complete Backend & Frontend Development, CMS Setup, NAFSA-specific Modules (Lab Accreditation, Market Access, Pest/Disease Alerts) (8 weeks)

Testing: Complete Functional, Performance, UAT, Security Testing, Security & Compliance Reports (6 weeks)

Deployment: Live launch of website with training & documentation (2–4 weeks)

Support: Ongoing monthly maintenance with SLA adherence and knowledge transfer (6 months)

Number of GC Clause F 5 & 6

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.:***P79693***

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

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 Capital Territory**

(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., **Procurement of Services to Design and Develop NAFSA Website (*P79693*)** and has accepted a Bids by the Bidder for the provision of Goods 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: ………………………………………………

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 Capital Territory**

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 Goods*(*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}

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: 74)

Form of Bid

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Bid** (page number: 80)

Scope of work

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of work** (page number: 82)

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 101)

SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

Information (Read-Only)

See Form Under Additional Forms and Documents: **SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT** (page number: 105)

Non - Disclosure Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Non - Disclosure Agreement** (page number: 119)

Declaration of Ultimate Beneficial Owners Information

Information (Read-Only)

See Form Under Additional Forms and Documents: **Declaration of Ultimate Beneficial Owners Information** (page number: 125)

Procurement Forms

Additional Forms and Documents

SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS

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

Section I: Procurement Notice

Following are added in the procurement notice:

1. e-bids are invited from experienced vendors, having valid registration with tax and other relevant authorities. The bidders submitting their bids must be appearing on Active Taxpayers List (ATL) issued by Federal Board of Revenue (FBR), Government of Pakistan. **The bidders should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) version 2.0** in order to participate in the subject tender.

2. The Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security/bid securing declaration, bid validity, opening of bids, evaluation criteria, clarification / rejection of bids, performance guarantee etc. can be accessed through EPADS or downloaded from PSW website (https://www.psw.gov.pk/documents/tenders).

3. An online pre-bid meeting is scheduled for **19th August 2026 at 1100 hrs**. as per details given below. Interested bidders may attend the pre-bid meeting at their own cost.

   Microsoft Teams meeting Join:
   https://teams.microsoft.com/meet/456190526164103?p=HFFy931VZrO3XEuMZr
   Meeting ID: 456 190 526 164 103
   Passcode: Cg6Vh2TA

4. Prospective bidders may request clarification on any aspect of the bidding documents by **23rd August 2026**. Prospective Bidders may send their queries via email at procurement@psw.gov.pk. Bidders are required to mention the RFP number (***PSW-PROC-25-26-Comms-532/P79693***) in the subject line of the emails for all correspondence related to the subject tender. Pakistan Single Window (PSW) will not be liable for any missed correspondence/email, including Bid Securing Declaration sent via email, where the RFP number is not mentioned in the subject line of the email.

5. **The bid securing declaration must be sent to PSW Procurement department via email at procurement@psw.gov.pk before technical bid opening deadline**. Technical Bids will be opened electronically on EPADS on the **same day at 1530 Hrs**. and details thereof shall be automatically visible to the participating bidders on their respective dashboard on EPADS therefore a technical bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of bid submission and technical bid opening falls on a public holiday, next working day shall

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

Section II: Instructions to Bidders

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Following Clause is added after Clause 31.1:

31.2 **Unbalanced Financial Bids:**

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

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

a) Reject the un-balanced bid; or

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

Following Special Stipulations are added in the Instructions to Bidders:

1) Bidders who receive the RFP document shall send an acknowledgement to PSW by email at "procurement@psw.gov.pk". The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person(s). PSW assumes no liability for non-receipt

of communication/clarifications by such bidders who do not share the required contact details.

2) A Bid Securing Declaration, on bidder letterhead, as per format provided **Section "Additional Forms & Documents",** shall be submitted to the Procurement Department of PSW via email at procurement@psw.gov.pk before the technical bid opening deadline. Any bid whose Bid Securing Declaration has not been submitted to the procurement department of PSW before the technical bid opening deadline shall not be considered and shall be rejected.

3) The Bid Securing Declaration shall be executed in case of any of the following occurrence:
   a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
   b) Bidder refuses to rectify a discrepancy in submitted Bid Securing Declaration or Form of Bid;
   c) Bidder refusing to accept correction of any arithmetical errors of its financial bid;
   d) Successful bidder, failing to:
      i) furnish the required Performance guarantee(s); and
      ii) Sign the Contract.

4) The Successful Bidder shall be required to submit a **Performance Guarantee** as per the amount mentioned in the BDS, in form of Bank Guarantee issued by a scheduled bank in Pakistan, as per format provided at **Section "Contract Forms".** The Performance Guarantee shall be released, if the same is not claimed, forfeited or disputed, on expiration of the contract term and successful completion of all contractual formalities by the successful bidder.

5) Within the original validity of the bids, PSW may request the bidders to extend their bid validity for another period not exceeding the original bid validity. Bidders who choose not to extend their bid validity as desired by PSW would be required to withdraw their bids and their bid securing declarations shall be discharged.

6) In case of extension of bid validity, the bidders shall also extend the validity of their Bid Securing Declarations for the corresponding period of time.

7) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.

8) PSW reserves the right to amend, modify, supplement or withdraw this RFP document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the RFP document and binding on the bidders. PSW shall notify the amendment(s) in writing prior to the bid submission date.

9) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned in the RFP. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and

clear/unambiguous documents shall be the responsibility of the bidders. Tender shall be awarded to the bidder who conforms to the mandatory requirements of the RFP and is the most advantageous bidder as per the evaluation criteria mentioned in this RFP.

10) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.

11) The bids will be rejected if any shortcoming occurs in the following:

    a. Signed "Form of Bid" with official stamp affixed on it is not submitted;

    b. Bid Securing Declaration, as per required form and format, is not submitted to PSW Procurement Department before the deadline of opening of technical bids;

    c. Bids submitted without tax (income and sales tax) registration certificates and bidder not appearing as active and operative on Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR);

    d. Form of Bid & Bid Securing Declaration is un-signed and/or the bid is partial or conditional;

    e. Bidder has been found blacklisted or having actual or potential conflict of interest either with PSW or scope of this RFP;

    f. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified;

    g. Bidder engages in corrupt or fraudulent practices during the process;

    h. In case of Single Stage – Two Envelop bidding process, contents of the financial bid are disclosed before opening of the financial bids; and

    i. PSW has had documented adverse experience with the bidder or the quoted items/brand/products/services etc. in the last five years.

12) The bidders shall bear all costs/expenses associated with preparation and submission of the bids and/or attending any pre-bid meetings, and/or any demonstrations/presentations during bid evaluation. PSW shall in no case be responsible/liable for those costs/expenses.

13) Any bid submitted after deadline for submission of bids or Bid Securing Declaration submitted after bid opening time shall be rejected. Issues with internet/connectivity, electricity failure etc. for e-bid submission on ePADS or submission of Bid Securing Declaration via email shall not be accepted as an excuse for failure to submit/deliver the bid/Bid Securing Declaration at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its bid/Bid Securing Declaration will be accomplished.

14) During examination and evaluation of the bids, PSW at its sole discretion may ask any bidder for clarifications of its bid. Request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission. Further, PSW may ask bidders for presentations, demos and/or samples of their offered goods, works or services/solutions, which bidders shall arrange the same at their own cost, and PSW may also contact/visit clients (existing or

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

15) The successful bidder will sign a Contract and Non-Disclosure Agreement (NDA) (if applicable and provided in the RFP) with PSW as per draft provided in the RFP. All costs associated with entering into the said contract and NDA shall be borne by the successful bidder. In case the Successful Bidder fails or refuses to sign the NDA or the contract, its Bid Securing Declaration shall be executed and PSW may, at its sole discretion, award the contract to the next most advantageous bidder.

16) The prospective Bidders may at the stage of pre-bid queries indicate any reservation(s) they may have in respect of any terms and conditions of the RFP document including draft Contract, except for the NDA (if applicable), and must provide alternative language to the particular clauses. Such reservation(s) may be taken into account or declined, at the sole discretion of PSW. No negotiations will be undertaken on the terms and conditions, having financial, commercial or legal implications, once bids have been submitted and Successful Bidder shall be required to sign the Contract and NDA (if applicable) with all its terms and conditions. Negotiations may only be conducted with the successful bidder, without changing the cost and scope of work and with a view to streamline the work execution, on methodology, work plan, staffing etc.

17) PSW does not accept:

   a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidder or its advisers during the bidding process and responses to requests for information/clarification and questions raised by a bidder; or

   b) any liability for any loss or damage suffered or incurred by the bidder or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.

18) The bidders agree that:

   a) they will conduct their own investigation and analysis regarding any information, statements or representations contained in the RFP and will rely on their own enquiries and seek appropriate professional advice;

   b) they do not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency or reliability of the information.

19) The decision of PSW shall be final and PSW will not be liable for any loss or damage to any party acting in reliance thereon.

20) PSW reserves the right to blacklist any bidder and to execute their Bid Securing Declaration who breaches any terms and conditions of this RFP document.

Form of Bid

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

Reference your RFP document No. PSW-PROC-25-26/Comm-532 for **Procurement of Services to Design and Develop NAFSA Website.**

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

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

9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid, execution of our Bid Securing Declaration, and disqualification.

10. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of PSW or NAFSA.

11. We acknowledge that PSW/NAFSA reserves the right to blacklist any bidder and to execute their Bid Securing Declaration who breaches any terms and conditions of this RFP document.

[Bidder's Official Stamp]

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

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

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

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

Date of signing: ____

Annexure-I: Scope & Technical Requirements

Introduction & Background:

The National Agri-trade and Food Safety Authority (NAFSA) is established under the NAFSA Act 2026 as a body corporate with the mandate to develop, apply, and achieve compliance with Sanitary and Phytosanitary (SPS) measures in relation to import, export, and inter-regional trade of goods. NAFSA consolidates regulatory functions previously distributed across multiple federal ministries and departments, including plant quarantine, animal health, food safety, and fisheries inspection, into a single, unified authority.

As a newly formed federal authority with broad regulatory duties, NAFSA requires a sophisticated and tailored digital platform to effectively fulfill its mandate. This platform must enable clear communication of its services, engage a wide range of stakeholders, and ensure transparency in its operations. The absence of a dedicated website would significantly impede NAFSA's ability to meet its legal responsibilities, interact with the international SPS community, and strengthen public confidence in Pakistan's agricultural trade regulations. In today's digital-centric world, having a dedicated website is crucial; not only for effective communication but also for maintaining regulatory authority, ensuring easy access for stakeholders, and building institutional trust. For an authority that plays a vital role in securing market access for Pakistan's agricultural exports, a strong online presence is necessary for the timely dissemination of SPS alerts, regulatory updates, and compliance requirements to business operators, trading partners, and international organizations. Recognizing this, **NAFSA** through **Pakistan Single Window (PSW)** has initiated this project to design and develop a dedicated website for NAFSA. The procurement activity is being handled by the PSW on behalf of NAFSA under Rule 45(A) of the Public Procurement Rules, 2004. On completion of procurement process, the award of contract and contract execution shall be undertaken by NAFSA.

The website will be designed to:

- Ensure the timely provision of accurate, easily accessible information regarding SPS measures, import/export regulations, market access conditions, and compliance requirements to all relevant national and international stakeholders. This includes business operators, exporters, importers, chambers of commerce, trade associations, provincial agriculture/livestock departments, and international organizations. Additionally, foster continuous engagement with stakeholders through regular updates, targeted outreach, and interactive channels to promote transparency, enhance awareness, and facilitate smoother trade and regulatory processes. Enhance efficiency, transparency, and user experience in line with international best practices and SPS-related obligations under the WTO Agreement on the Application of Sanitary and Phytosanitary Measures. This will drive improved regulatory processes, boost stakeholder confidence, and support seamless international trade.
- Ensure clear communication of SPS regulations, procedures, and standards to internal and external stakeholders through a centralized platform and repository for agri-trade regulations, pest/disease alerts, laboratory accreditation information, market access updates, and digital services.
- Strengthen the image of NAFSA as a modern, science-based, and responsive regulatory

authority by disseminating technical publications, research findings, and institutional achievements.

- Provide accessible information on accredited laboratories, testing parameters, and accreditation status in compliance with ISO standards and PNAC/ILAC requirements.
- Publish and maintain market access updates including country-specific SPS requirements, bilateral agreements, pest risk analyses, and trade facilitation measures.
- Disseminate pest and disease alerts, phytosanitary and animal health advisories, and emergency notifications to business operators and relevant stakeholders in a timely manner.
- Enhance and communicate awareness campaigns, conferences, workshops, seminars, and capacity building programs for NAFSA stakeholders, leveraging multiple communication channels to promote awareness, engage stakeholders, and effectively communicate key updates. This will help amplify NAFSA's message, foster public understanding, and support the authority's on-going efforts in regulatory improvements and reforms.
- Lead perception management initiatives to convey the institutional mandate and achievements of NAFSA through surveys, public reviews, stakeholder feedback monitoring, and sentiment analysis.
- Publish regular updates of newsletters, quarterly/annual reviews, legal instruments, regulatory amendments, procedure updates, reports, and analytics.
- Ensure timely display and dissemination of information about ongoing operations, enforcement actions, and institutional achievements.
- Maintain and update notifications, SPS alerts, regulatory announcements, and public notices.
- Having contact details for relevant sections, departments, officials to enable stakeholders or general public to contact in case of any complaints or information required.
- Act as a central repository for NAFSA's regulatory instruments, standard operating procedures, technical guidelines, training materials, and institutional documentation.
- Ensure dissemination of technical publications and standards from entities such as WTO, IPPC, WOAH (formerly OIE), Codex Alimentarius Commission, FAO, and others to relevant stakeholders.
- Maintain and update a digital register of internal and external stakeholders including business operators registered under the NAFSA Act.
- Key organizational decisions and developments to be shared internally through an employees' portal embedded in the website.
- Effectively maintain a web-based notice board and intranet, expanded to include activities of NAFSA's regional offices and field formations, notifications, office memorandums, guidelines, office orders, leave decisions, transfer orders, tour approvals, and training schedules.
- Ensure the website architecture supports future extensibility for business operator registration and SPS certificate verification modules as NAFSA's digital services mature.

This Scope of Work defines the technical, managerial, and operational framework for engaging an experienced vendor to deliver this strategic initiative. The vendor is expected to bring not only technical expertise but also empathy for users, creativity in design, and commitment to excellence, ensuring the final product reflects the institutional stature and regulatory mandate of NAFSA.

Objectives

The overall objectives of the NAFSA Website are:

1. **Enhance Public Access to SPS Information**
   To provide timely, accurate, structured, and regularly updated information regarding NAFSA's regulatory framework, Sanitary and Phytosanitary (SPS) measures, market access conditions, programs, services, notifications, and official announcements. The website shall function as the primary authoritative digital source for SPS-related information for domestic and international stakeholders.
2. **Improve User Experience**
   To design and deploy an intuitive, accessible, and fully responsive user interface that caters to diverse user groups, including businesses, government entities, international trading partners, mobile users, and persons with disabilities. The platform shall follow recognized accessibility standards (e.g., WCAG guidelines) to ensure inclusivity and ease of navigation.
3. **Facilitate E-Government Services**
   To enable structured integration with existing and planned e-government systems in order to support digital service delivery, minimize reliance on manual processes, and allow future extensibility for functionalities such as business operator registration, SPS certificate verification, and other automated regulatory services.
4. **Promote Transparency and Accountability**
   To strengthen public trust by ensuring open and structured access to regulatory instruments, statistical data, laboratory accreditation information, market access updates, pest and disease alerts, policies, enforcement updates, and other key institutional documents in a searchable and organized manner.
5. **Ensure Security and Compliance**

   To implement robust cybersecurity controls and adhere to applicable national and international standards for data protection, privacy, and secure digital operations. The system shall incorporate secure coding practices, encrypted communication, role-based access control, and audit mechanisms to safeguard institutional integrity.
6. **Establish a Centralized Regulatory Repository**
   To provide a centralized digital platform enabling NAFSA Headquarters and regional formations to publish regulatory updates, enforcement actions, laboratory results, market access achievements, institutional milestones, and other official communications in a standardized format. The repository may host, including but not limited to, the following:
   - Visibility of record of registered/de-registered/black listed business operator(s) and product
   - Compliance level measurement, of business operator(s) with track & trace or marking and grade designation requirements of goods

- Record of registered and regulated formulation plants
- Registration record of pesticides/MRLs, Agrochemical, codex Alimentarius etc.
- Quarantine facilities available at points of entry and points of exit with regard to import and export of goods
- Coordination section with provincial governments to implement SPS measures for the production, transportation, storage, and marketing of goods intended for export from Pakistan
- Visibility of national crisis management plans for the control of risks regarding the application of SPS measures
- List of accredited labs – their de-registration
- Biosecurity measures management applied to zones and compartments for the purposes of export certification
- Bilateral regional and international agreements and their updation
- Scheduled Training programmes, national and international conferences, policy seminars, symposia, or awareness workshops and their outcome
- Conduct studies, surveys, experiments and analysis of data
- Board of Governors and its committees' introduction
- Dissemination of awareness through other websites/joint ventures e.g. Bakhabar Kissan, CABI, FAO etc.
- Links of other Government or private sector entities' websites
- Capability for NAFSA employees to login to emails etc. from website
- Internal Stakeholders' requirement gathering e.g. notice board, Notifications, Deployment of staff at exit/Entry points, helpline
- HS Code visibility with IPO/EPO requirements related to import/export of Plant, animals, fish etc.
- Visibility of IPPC and Animal Husbandary Commission offices, contacts and its activities

7. **Perception Building and Institutional Branding**

   To ensure professional digital branding and institutional representation aligned with Government of Pakistan standards, supporting perception building among the general public, international trading partners, development partners, and internal stakeholders. This includes standardized visual identity elements such as logos, templates, and official communication formats.

8. **Strengthen Institutional Communication**

   To facilitate structured and secure internal communication across NAFSA's organizational hierarchy by enabling intranet functionality that supports coordinated information exchange between Headquarters, regional offices, and field formations, ensuring 360-degree institutional connectivity.

9. **Complaint Redressal and Feedback Mechanism**

   Having contact details for relevant sections, departments, officials to enable stakeholders or general public to contact in case of any complaints or information required.

Scope of Work

The selected Vendor shall be responsible for the end-to-end design, development, deployment, integration, security hardening, training, and maintenance of the NAFSA Website in accordance with the approved objectives and applicable national and international standards.

The scope includes, but is not limited to, the following components:

1. **Discovery and Requirements Gathering:**

- Conduct structured stakeholder consultations with NAFSA, PSW, and other relevant stakeholders to capture detailed business requirements, technical specifications, content needs, and user expectations.
- Perform benchmarking of the proposed website architecture, security posture, accessibility compliance, and functional design against internationally recognized standards, including but not limited to:
    - WCAG 2.1 (Web Content Accessibility Guidelines)
    - ISO/IEC 27001 and NIST Cybersecurity Framework OWASP Top 10
    - IPPC, WOAH, and Codex Alimentarius Commission guidelines for SPS authority portals
    - Review of peer SPS authority portals (e.g., USDA APHIS, New Zealand MPI, Australia DAFF, EU DG SANTE) for functional benchmarking
    - Prepare and submit a comprehensive **Requirement Specification Document (RSD)** for formal review and approval prior to commencement of development.
    - Clearly define functional requirements, non-functional requirements, integration dependencies, data architecture, performance expectations, and compliance obligations within the RSD.

2. **Website Architecture and Design:**

- Develop a comprehensive site map, user journey flows, navigation hierarchy, and detailed wireframes.
- Design a modern, intuitive, and fully responsive UI/UX compliant with WCAG 2.1 or equivalent accessibility standards.
- Ensure complete alignment with NAFSA's branding and institutional identity guidelines.
- Develop a structured top navigation menu including links to:
    - Connected organizations
    - International SPS bodies (IPPC, WOAH, Codex)
    - Relevant government departments
    - Trading partners and authorized external portals
- Provide provisioning and integration support for official email addresses for internal NAFSA staff through integration with domain management and enterprise email services (e.g., Microsoft 365, Google Workspace, or equivalent).

3. **Content Management and Development:**

- Conduct a structured content audit of legacy SPS-related materials, including instruments under:

- Plant Quarantine Act 1976
- Animal Quarantine Ordinance 1979
- Agricultural Pesticides Ordinance, 1971
- Agricultural Pesticides Rules, 1973
- Pakistan Plant Quarantine Rules, 2019 SRO 1463(I)/2019

- Develop a comprehensive content strategy addressing NAFSA's regulatory domains:
  - Plant health
  - Animal health
  - Food safety
  - Fisheries inspection
- Migrate relevant content from approved government sources, e.g. PSW Trade Portal, where applicable.
- Develop standardized content templates optimized for:
  - Readability
  - SEO
  - Bilingual support (Urdu and English)
- Finalize and optimize key content for mobile, web, and social media discoverability.
- Information on key office holders including IPCC's and WOAH's Pakistan Focal Point.
- Review, edit, and structure content for regulatory accuracy, clarity, and consistency.
- Availability of legal documents, provided by NAFSA, pertaining to international agri-trade and food safety including notified disease lists.
- Statistics of imports and exports of agri-trade and food safety related products.
-

4. Development and Integration:

- Develop secure, scalable front-end and back-end architecture using industry-standard technologies.
- Implement a Content Management System (CMS).
- Ensure database design and API architecture support modular extensibility.
- Integrate with relevant federal and provincial government systems including Pakistan Single Window (PSW), covering at minimum hyperlinked cross-navigation between the NAFSA Website and the PSW trade portal.

- Deploy on cloud infrastructure provided by NAFSA with:
  - Redundancy
  - High availability

  - Disaster recovery mechanisms
- Develop and deploy NAFSA-specific modules including:
  - Laboratory accreditation listings with testing parameters and status
  - Market access updates with country-specific SPS requirements
  - Pest/disease alert system for phytosanitary and animal health advisories
- Ensure architecture supports future integration of:
  - Business operator registration
  - SPS certificate verification

5. Testing and Quality Assurance:

The Vendor shall implement a structured Quality Assurance framework including:

Functional Testing

- 100% of core modules must pass defined test cases prior to UAT.

Performance Testing

- minimum 5,000 concurrent users with the ability to scale to 10,000 concurrent users without service degradation.
- Page load time not exceeding 3 seconds under standard load conditions.

Security Testing

- Compliance with OWASP Top 10.
- Conduct Vulnerability Assessment (VA) and Penetration Testing (PT) and submit report to NAFSA.
- No Critical or High vulnerabilities outstanding at go-live.

White Box Testing

- Source code review
- Configuration audits
- Internal penetration testing
- Submission of reports to NAFSA, no Critical or High vulnerabilities outstanding at go-live.

Black Box Testing

- External penetration testing simulating real-world attacks.
- Submission of reports to NAFSA, no Critical or High vulnerabilities outstanding at go-live.

Reporting Requirements

Vendor must submit:

- Security Test Report (including CVSS scoring and remediation evidence)
- Compliance Report demonstrating adherence to ISO/IEC 27001, NIST, OWASP
- Re-testing certification confirming closure of vulnerabilities.

Final production deployment shall occur only after formal UAT sign-off by NAFSA.

6. Deployment and Training:

- Configure hosting environment on NAFSA infrastructure.
- Deploy the website in both staging and production environments.
- Provide comprehensive documentation for administrators and end-users.
- Conduct on-site training sessions for NAFSA staff on CMS operations, content management, and basic troubleshooting.
    - Location: Islamabad, NAFSA HQ.
    - Method: Onsite / online
    - Number of Sessions: Minimum 03 full-day sessions.
    - Participants: Up to 20 participants per session.
    - Training Materials: Vendor must provide digital training manuals, quick reference guides, and recorded video tutorials for future use.
    - .
- Implement multi-factor authentication (MFA) for CMS and supporting environments.
- Ensure Security-by-Design and Privacy-by-Design approaches in all phases of development and integration, in compliance with the following standards/frameworks:
    - ISO/IEC 27001 and NIST Cybersecurity Framework for information security management.
    - OWASP Application Security Verification Standard (ASVS) for secure application development.
    - OWASP Top 10 for web application security risks.
    - ISO/IEC 27701 for Privacy Information Management.
    - Compliance with Pakistan's Personal Data Protection Bill (PDPA) and any other applicable national cybersecurity/data privacy regulations.
    - Implementation of Data Minimization, Role-Based Access Control (RBAC), and Multi-Factor Authentication (MFA) as core privacy/security principles.

7. Maintenance and Support (Post-Launch):

The Vendor shall provide a minimum of six (06) months of post-launch support, extendable for two additional six-month terms, if required, subject to satisfactory performance.

Support Scope Includes:

- End-to-end technical management
- Security patching and updates
- Performance optimization
- Content updates and integration management
- Dedicated helpdesk/ticketing mechanism

Content & Operational Updates Include:

- Newsletters, research, trade insights
- SPS compliance reports
- Pest/disease advisories
- Legal instruments (Act, rules, SOPs, circulars)
- Laboratory accreditation updates
- Market access updates
- Tenders and projects
- Contact details
- Admin notifications
- Complaint submission and Help Desk interface

8. Maintenance and Updation of Website:

During the maintenance and support period, the vendor is required to manage the website end-to-end, covering technical stability, content updates, integration management, and overall operational reliability. The vendor will undertake, inter alia, the following activities:

- Shall establish a dedicated help line, online support portal/ticketing system or email and support facilitation desk.
- Updation of newsletters, articles, research and analysis, trade insights, market access achievements, SPS compliance reports, pest/disease advisories, laboratory results, success stories, videos, and tutorials.
- Updation of legal resources including the NAFSA Act, rules, regulations, standard operating procedures, notifications, circulars, and guidelines.
- Updation of contact details of NAFSA headquarters, regional offices, and field formations.
- Updation of laboratory accreditation listings, testing parameters, and accreditation status changes.
- Updation of market access information, country-specific SPS requirements, and bilateral agreements.
- Updation of pest/disease alerts and phytosanitary/animal health advisories.
- Updation of admin board and admin notifications.
- Updation of tenders, projects, training schedules, and other related details.
- Setting up of a Contact Us page and query submission form wherefrom visitors can submit queries to NAFSA Help Desk, register complaints, and provide feedback.
- Vendor shall adhere to the following Service Level Agreements (SLAs) for post-launch support:
    - **System Uptime & Availability**
        - Minimum 99.5% uptime per calendar month (excluding planned maintenance).
        - Planned maintenance downtime must be notified to PSW at least 72

hours in advance and cannot exceed 4 hours per month.

- **Incident Response & Resolution Times**
  - Critical Issues (system down, security breach): Acknowledge within 30 minutes, resolve within 4 hours.
  - High Severity Issues (major functionality broken, no workaround): Acknowledge within 1 hour, resolve within 24 hours.
  - Medium Severity Issues (partial feature impact, workaround available): Acknowledge within 4 hours, resolve within 72 hours.
  - Low Severity Issues (minor bugs, cosmetic issues): Acknowledge within 1 working day, resolve within 5 working days.
- **Performance Benchmarks**
  - Average page load time under standard load: ≤ 3 seconds.
  - Concurrent users support: minimum 5,000 concurrent users with the ability to scale to 10,000 concurrent users without service degradation.
- **Reporting & Monitoring**
  - Monthly SLA compliance report to be submitted by the vendor.
  - Repeated failure to meet SLA targets (≥3 instances in 6 months) may result in penalties or termination of contract.

9. Knowledge Transfer

The vendor shall ensure complete knowledge transfer to NAFSA staff/nominated resources on maintaining and operating the website, portal, intranet, CMS etc. through inter alia trainings, workshops, hand-holding, video tutorials, manuals and quick reference guides.

***10.* Deliverables & Timelines:**

Phase	Deliverables	Duration
Inception	Requirement Analysis, Design and Prototype, Governance Model, Design Wireframes, Project Plan	8 weeks
Development	Complete Backend & Frontend Development, CMS Setup, NAFSA-specific Modules (Lab Accreditation, Market Access, Pest/Disease Alerts)	8 weeks
Testing	Complete Functional, Performance, UAT, Security Testing, Security & Compliance Reports	6 weeks
Deployment	Live launch of website with training & documentation	2–4 weeks
Support	Ongoing monthly maintenance with SLA adherence and knowledge transfer	6 months

<u>**Roles & Responsibilities**</u>

NAFSA:

- Provide oversight, project coordination, branding, and communication strategy and technical review, architecture validation, and security checks.

- Supply content (SPS regulations, regulatory instruments, laboratory accreditation data, market access information, pest/disease alerts, FAQs, trade statistics) in digital/hard form through the NAFSA Content Committee.
- Approve drafts, validate data, and ensure accuracy.
- Provide the official domain name (www.nafsa.gov.pk) for the NAFSA Website, which will be used for deployment.
- Provide hosting and infrastructure required to operate and maintain the website.

Selected Vendor:

- Submit detailed specifications, sizing and requirements related inter alia to IT infrastructure, licenses, systems, connectivity etc. to operate and maintain the website.
- Vendor will be responsible for data scrubbing and sanitization for website content management and development.
- Deliver end-to-end website design, development, deployment, trainings, knowledge transfer and support.
- Provide regular progress reports.
- Ensure compliance with security and performance benchmarks.
- All source code, documentation, and related artifacts must be maintained in NAFSA's official GitHub (or other NAFSA-controlled version control system) from project inception.
- At contract conclusion, return all source code, administrative credentials, and system documentation. Vendor shall not retain any such assets.

Technical Requirements:

- **Framework:** To be recommended by the vendor as per its proposed design and technical stack based on latest and cutting edge technology.
- **CMS:** To be recommended by the vendor as per its proposed design and technical stack].
- **Database:** To be recommended by the vendor as per its proposed design and technical stack based on latest and cutting edge technology.
- **Hosting:** Secure, cloud-based, scalable, NAFSA-provided.
- **SSL Certificate:** NAFSA shall provide the SSL certificate(s).
- **Domain Name:** The official domain name (www.nafsa.gov.pk) will be the responsibility of NAFSA, and it will be provided to the vendor for deployment.
- **Security:** SSL/HTTPS, OWASP compliance, penetration-tested, role-based access. Periodic security audits in compliance with ISO/IEC 27001 and NIST standards. MFA for administrative access.
- **Disaster Recovery:** Automated daily backups and recovery mechanism.
- **Compliance:** National data protection and cybersecurity laws.
- **Bilingual Support:** Full Urdu and English language support with RTL layout for Urdu.

Governance & Oversight:

- **Steering Committee:** Representatives from NAFSA.
- **NAFSA MarCom Department:** Lead coordination, ensures branding and communication consistency.
- **NAFSA IT Team:** Technical review, architecture validation, and security checks.
- **NAFSA Content Committee:** Ensure accuracy of SPS regulatory content, laboratory accreditation data, market access information, pest/disease alerts, and trade data. The NAFSA Content Committee shall be formally constituted by NAFSA prior to project commencement and shall comprise: (i) a designated Content Lead from each of the four regulatory departments (Plant Health, Animal Health, Food Safety, Fisheries); (ii) a representative from NAFSA's Legal and Regulatory Affairs division; and (iii) a representative from NAFSA's Communications or Public Affairs unit, if established. The Committee shall have authority to review, approve, and sign off on all content submitted for publication. A quorum of three members shall be sufficient for routine approvals. The Committee shall provide content feedback to the Vendor within ten (10) working days of submission. Decision-making timelines shall be formalized (e.g., approvals and feedback from NAFSA to be provided within 10 working days) to avoid bottlenecks. In the event of a disagreement on any project decision, the matter shall be escalated to the Project Steering Committee for resolution within five (5) working days.

Reporting & Communication

- Weekly project status reports to be shared with NAFSA project implementation committee.
- Weekly review meetings with NAFSA team.
- Online work progress tracking sheet.
- Final report and documentation upon project closure.
- Monthly project progress meeting with Steering Committee.

Intellectual Property Rights

- All intellectual property, source code, design, and content developed under this contract will remain the sole property of NAFSA.
- Vendor shall not retain source code, administrative credentials, or system documentation beyond contract completion.
- To ensure business continuity in case of vendor failure, all source code, related documentation, and development artifacts must be stored in NAFSA's official GitHub (or another NAFSA-controlled version control system) throughout the project lifecycle. NAFSAIT shall conduct a repository audit at the end of each phase to verify that all deliverables have been committed and are accessible. Failure to maintain the repository as required shall constitute a material breach and may result in withholding of the relevant milestone payment until compliance is confirmed.
- **Transition and Exit Plan:** The Vendor shall prepare and submit a formal Transition and Exit Plan no later than four (4) weeks before the conclusion of the initial support period, or upon notice of contract non-renewal or early termination. The Plan shall include: (i) a complete inventory of all system components, credentials, and documentation to be

handed over; (ii) a structured knowledge transfer schedule for NAFSA staff; (iii) a minimum four-week parallel support period to facilitate smooth transition to a successor vendor or in-house team; and (iv) written confirmation of deletion of all NAFSA/PSW data and system assets from Vendor systems upon handover completion.

Details on Vendor's Responsibilities for Design, Development & Maintenance of NAFSA Website:

1. **End-to-End Design, Development, Testing, and Operational Responsibility**

   The Vendor is expected to design, develop, test, run and support all modules of the Website that may include designing, development and testing. Provision and configuration of development or test instance of the Website would be responsibility of the Vendor.

2. **Infrastructure Specification and Cloud Hosting Requirements**

   The Vendor will be responsible for specifying the Hardware & Network Infrastructure specifications necessary to host the Website on cloud.

3. **Ongoing Maintenance, Updates, and System Administration**

   The Vendor shall be responsible for maintaining the Website including, but not limited to, applying patches, updates/upgrades, backup & recovery etc.

4. **Requirements Specification Submission and Approval Process**

   The Requirements Specification Document(s) for all modules and reports shall first be submitted for comments of the NAFSA. NAFSA shall provide its comments and sign off no later than ten (10) working days from the date of receiving Requirements Specification Document(s). Development shall be commenced only after respective RSD is signed off by NAFSA.

5. **Vendor shall be responsible for:**

- Training and Change Management support for Users, Administrators etc. and provide relevant training material and documentation.
- Defining project management procedures and guidelines to be adopted for the Project.
- Putting together a structure and mechanism for ensuring that all the key functional areas and their users are consulted, feedback adopted and key differences identified, so as to facilitate standardization as well as user adoption.

6. **Project Management Services**

- NAFSA intends to complete the Website development project within six (06) months. The Vendor is required to organize the project to ensure these timelines.
- Deployment of a competent team of experts having expertise in the relevant fields.
- Scheduling the activities so as to complete the project within the agreed time frame.
- Deployment of resources to ensure that the project activities are carried out as per plan.
- Deployment of a project structure for effective monitoring, review and risk mitigation.
- The Vendor will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines.

7. **Training and Documentation**

- Training all the administrators/power users on train-the-trainer model.
- Preparation of user manuals, training manuals, quick reference guides and video tutorials.
- Documentation of processes.
- Training the key executives for monitoring performance and using reports effectively.

8. **Support Services**

- Facilitating user adoption.
- Operations of help desk and refresher training.

9. **Training**

The Vendor will be required to develop a Training Strategy to ensure that all identified users are thoroughly trained in the use and support of the Website. PSW requires the training material on electronic media. All training material provided by the Vendor will be reproduced and used as needed by NAFSA.

10. System Documentation and Manuals

Vendor shall provide user manuals and help/quick reference guides for use by NAFSA as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation for user management, backups and system administration tasks.

11. Knowledge Transfer

Vendor shall ensure that a transfer of knowledge occurs back to NAFSA such that staff is capable of supporting and maintaining the Website in the most proficient manner once the Vendor engagement is complete.

12. Website Implementation Activities

The Core Implementation Activities: The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices for similar projects and should cover the following broad phases or work elements:

- Project Preparation
- Design Documentation
- Development
- Integration, Testing & Acceptance
- Data Migration
- User and Technical Training
- Cut over and making the Website “usage ready”
- Post implementation support

Project Preparation:

The project preparation will focus on creating the project charter, interfacing mechanisms, the training, the day to day action plan till the completion of the next immediate stage, familiarization of the Vendor team with NAFSA team with the action plan of Vendor.

Requirements Specification Document: The Vendor is expected to formulate the Requirements Specification Document (RSD), which will act as the key document for all the subsequent activities. The RSD will cover all the requirements of the new website listed in the Contract, and will entail detailing the capabilities listed in the Contract. This will be carried out through activities like requirements study, workshop with the users to understand the requirements / identify the needs - to agree on the process characteristics and to formulate the designs, detailing, gaps in relation to best practices etc. The RSD as approved by NAFSA only shall be implemented. Some of the critical outputs of the business design phase will be:

- The website map
- The users of the website, the activities, access rights
- The reporting requirements, the report formats
- The identification of interfaces, needs for integration and the scheme for integration
- The data input requirements and formats
- The outputs/formats required, if any
- The training and change management requirements
- The hardware sizing for hosting
- The best practices

Testing & Acceptance: The Vendor shall provide standard functionality test suites for testing the modules/website pages. The Vendor shall prepare the test plan and shall get it approved by NAFSA. Test Data for different scenarios (Test Cases) will be prepared in consultation with the users concerned. The pre-commissioning tests shall assess conformance to the functional requirements as specified in RSD.

Data Migration: Migration/population of data in the new website is responsibility of Vendor. NAFSA along with Vendor will jointly decide on what data will be migrated. NAFSA will take the responsibility of collecting and making the data available in digitized form as per the format suggested by the Vendor. Key activities include identification & development of data upload/download programs; providing data migration interfaces and templates; populating and migrating all legacy/raw/new data elements; training and facilitating the NAFSA teams on data migration; and assistance in checking data quality and integrity.

Key User Training: The vendor will be responsible to provide necessary training to Key Users based on Train-the-Trainer model. The purpose of this training is to ensure that all key users are adequately prepared and are able to train the end users as well so that all users are able to perform their job functions at “usage ready”.

Cut-Over Strategy: The Vendor is required to:

(a) Set up central help desk for any queries;

(b) Review the health, usage and performance of the website till it stabilizes;

(c) Ensure resolution/documentation of all issues raised during post go-live support phase.

Declaration of “Usage Ready”: The website will be declared “Usage Ready” when the following are accomplished satisfactorily: acceptance testing, hosting, data migration, training, user creation/role identification, and help desk setup.

Acceptance of "Complete Deployment": The Website is accepted as "Complete Deployment" only after successfully running for one month after "Usage Ready".

User Adoption Support: The Vendor shall provide user adoption support between the period of "Usage Ready" and declaration of "Complete Deployment", by deputing technical and functional resources preferably at the client site. During this period the Vendor will address: hand holding users, bug fixing, issue log resolution, providing support in maintaining back-ups, formulation of post-deployment support strategy, monitoring and fine tuning the website.

13. Feedback and Audit

User Feedback and Internal Review: The Vendor is expected to build adequate mechanisms to get feedback from different users of the Website during different stages of the project.

These users/stakeholders for giving feedback will be identified by NAFSA. The Vendor is expected to deploy expertise/experience of similar projects carried out by it earlier, and all key deliverables will go through a review with relevant experts of the Vendor.

Third Party Audit: NAFSA may appoint third party experts to review the developed website for the adequacy of security built into the system, keeping in mind the sensitivity of the operations and data of NAFSA. The Vendor is expected to provide full cooperation to the agency/auditors appointed by NAFSA.

Mechanism to Adopt Feedback/Audit Findings: All feedback will be discussed with NAFSA and based on their guidance will be incorporated into the project. Since feedback/audit findings for any rework is by nature correcting inadequacy of quality, NAFSA will not accept any change order requests for these reworks. Vendor has to build in adequate mechanisms to control risks of time overruns and indicate at the beginning of each phase how it plans to take feedback and incorporate it into project deliverables.

14. "Usage Ready" Definition

"Usage Ready" means commissioning and integrating all the components of the Website with each other and with other portals/websites, configured, customized and used successfully by all the intended users. The "Usage Ready" shall come into effect only on approval by NAFSA.

The Project Managers from NAFSA and Vendor will jointly initiate the notice for declaring "Complete Deployment" only after successful usage of the Website by NAFSA and other users for one month after "Usage Ready". The "Complete Deployment" notice is submitted to the Steering Committee for action. Within fifteen days of receiving the notice, the Steering Committee will decide on the actions to be taken. The "Complete Deployment" event comes into effect only when the Steering Committee approves the notice.

15. Technical Support During Implementation

- The technical support for the Website is meant to ensure website performance, performance tuning etc. This support shall continue beyond "Complete Deployment".
- Formulation of all policies and procedures related to technology, system administration, database management, archives, security, backup etc.
- Prepare a detailed administration manual, data administration manual, operational

manual, and user manual.

- Prepare requisite system configuration for disaster recovery management and fail over plan.
- Round the clock support for troubleshooting in functional and technical areas.

Project Plan:

1. **The Work Plan:** Other than the management of resources/deployment of experts and management of timeline, the project management will focus on the Work Plan containing a detailed set of phases, work packages, activities, and tasks.
2. **Issue Management:** An issue is a formally identified matter that may hinder progress on a project or program and about which no agreement has yet been reached. Those items that require documentation, formal investigation and approval should be managed as issues and this Issue Management methodology has to be proposed by the Vendor.
3. **Scope Management:** Scope of the project will be managed through a formal scope change management process. Change management documentation of project scope and approval procedures provide a visible decision-making process and a clear audit trail of scope changes and the corresponding cost benefit appraisal. Vendor shall develop a scope management plan to manage scope creep, cost & time overruns.
4. **Project Structure:** Vendor is required to propose a Project structure based on their own experience of successfully implementing similar projects.
5. **Project Steering Committee:** The steering committee would form the apex body on various issues relating to finalization of Requirements Definition and other policy issues. The committee will comprise of the senior executives of NAFSA.

The Steering Committee will carry out the following activities:

- Mobilize the resources necessary for Project Execution.
- Only authority to approve deviations in Scope, Project Timelines and Budgets.
- Meets monthly to review project progress & resolve issues, if any.
- Meets on an urgent ad-hoc basis to address and resolve any issues requiring immediate attention and resolution.

6. **Project Manager:** The Project Manager assumes overall responsibility for the assignment and ensures that all resources required are made available and the engagement is carried out according to agreed plans. Both NAFSA & Vendor shall appoint a Project Manager, who shall function as the primary channel of communication.

Management of the Project Team Changes/Attrition:

- Since the continuity of the key members of the project team is essential for the success of the project, NAFSA shall expect the Vendor to follow diligent process for ensuring this. Key members include: Project Manager, Business Analysts, UI/UX Designers, Developers (Front End & Back End), QA resources, Database Administrator (DBA), DevOps, and Security.
- It is the responsibility of Vendor to deploy these resources for the activities they have been proposed to be deployed for during the entire duration of the Project.

- In the event that NAFSA identifies any personnel of Vendor as "Key Personnel", then Vendor shall not remove or replace such personnel without the prior written consent of NAFSA, unless such removal is the result of an unavoidable circumstance.
- Under any circumstances when Key Personnel are to be replaced or removed, Vendor shall put forward profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced, as decided by NAFSA.
- In the event that any Key Personnel is to be replaced for reasons not attributed to NAFSA, the substitution shall be accomplished pursuant to a mutually agreed upon schedule but not later than seven (07) days prior to the date of exit of such personnel.
- In the event of a key personnel's resignation/replacement, Vendor shall ensure that proper handing-over/taking-over and knowledge transfer happens, involving at least one-week overlap period between the departing and new joining Key Person.

Support:

During post go-live support period, the Vendor shall provide Help Desk Services for reporting errors and malfunctions and for troubleshooting problems. Vendor's Help Desk Services shall be web-based and/or by telephone lines and/or via e-mail. Vendor's Help Desk Services shall include, but are not limited to, the following services:

- Assistance related to questions on the website.
- Assistance in identifying and determining the causes of suspected errors or malfunctions.
- Advice on detours or workarounds for identified errors or malfunctions, where reasonably available.
- Information on errors previously identified by NAFSA and reported to Vendor and detours to these where available.
- Help desk operations – Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in support for handling minor bug fixes.
- Onsite support – On-site support, if required and requested by NAFSA, for hand holding of the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions etc.
- Documentation – upgrade the technical documentation on any new releases and provide updates of technical and functional manuals.

Deliverables Acceptance Criteria

- The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by NAFSA of the phase deliverables constitutes completion of the phase and approval to launch the next phase.
- Vendor should provide templates of proposed deliverables. At the onset of each phase, Vendor will meet with NAFSA Project Manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the

scope, format, and content of each of the major deliverables for that phase.

- NAFSA team will give approval to move from one project milestone to the other project milestone only after the deliverables of a particular project milestone are accepted by NAFSA. Hence, the protocol for submission, review, revision and acceptance will be established at the beginning of the project.

Project Success Criteria

- The completed Website development and implementation project meets planned scope and specifications.
- No issues pending at the end of support period.
- All required modules implemented and all integrations completed.
- The project is completed on time.
- UAT pass rate of 100% on all critical and high-priority test cases prior to go-live.
- No Critical or High security vulnerabilities outstanding at go-live; all Medium vulnerabilities remediated or formally accepted with documented risk mitigation.
- Minimum 95% of approved content (regulatory instruments, accreditation listings, market access data) successfully migrated and published at go-live.
- Website achieves 99.5% or higher uptime in the first month after go-live.
- Bilingual (Urdu and English) functionality fully operational across all public-facing pages at go-live.
- Transition and Exit Plan formally accepted by NAFSA prior to contract conclusion.

Price Schedule

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

Sr.	Description	Amount (Excluding Sales Tax)	Sales Tax Rate (%)	Total Amount (Including Sales Tax)
1.	Lump Sum for Core Project (Inception, Development, Testing, Deployment & Go-Live).			
2.	Maintenance support – 6 Months Post Go-Live.			
3.	Maintenance support 1st extension– 6 Months after lapse of maintenance period as mentioned at sr. 2 above.			
4.	Maintenance support 2nd extension– 6 Months after lapse of maintenance period as mentioned at sr. 3 above.			
5.	Man hour rate (Offsite) for [1]Additional Change Requests / Customizations / Reports etc. – On demand. For evaluation only, 100 man hours shall be considered.			
6.	Man day rate (Offsite) for [1]Additional Change Requests / Customizations / Reports etc. – On demand. For evaluation only, 30 man days shall be considered.			
7.	Man hour (On site) for [1]Additional Change Requests / Customizations / Reports etc. – On demand. For evaluation only, 100 man hours shall be considered.			
8.	Man day (On site) for [1]Additional Change Requests / Customizations / Reports etc. – On demand. For evaluation only, 30 man days shall be considered.			
9.	Other costs (if any) –			

Sr.	Description	Amount (Excluding Sales Tax)	Sales Tax Rate (%)	Total Amount (Including Sales Tax)
Grand Total (Tax inclusive)				

Total tax inclusive price in words: PKR ____

NOTE:

1. The bidder to include pricing of any licenses etc. required as per its proposed design and technical stack or other components and provide details of the components so priced.
2. The quoted prices should be inclusive of all kinds of taxes, duties, charges/levies applicable in Pakistan at the time of bid submission. Any change in government taxes or duties after bid submission or during contract execution shall be adjusted as per law.
3. In case of additional changes/reports etc. the requirement shall be shared by NAFSA with the vendor, the vendor shall provide estimated effort and required man hours/days etc. the same shall be executed once NAFSA approved the same in writing with the approved man hours/days[1].
4. PSW and NAFSA are seeking a comprehensive turnkey proposal covering the design, development, testing, deployment, training, and support of the NAFSA Website. All prices quoted must include all development work, integrations, security compliance measures, training, documentation, and necessary services to make the website fully operational for the intent, functions, and purposes stated herein.
5. All charges/costs required to complete this project and any associated and recurring costs, such as support etc., shall be included in the proposal. Any price component which is not mentioned explicitly in the price schedule by the bidder shall be deemed to be included in the quoted price and the successful bidder shall be required to complete the project/all components in the quoted price.
6. PSW/NAFSA reserves the right to drop any line item from the above mentioned price schedule. Payments shall be made as per the payment milestones mentioned hereunder and as per actual deliverables completed.
7. The contract shall initially be for supply, installation, commissioning, go live, and support of six (06) months. Before Go-live period the vendor shall provide testing environment. The contract may be extended, on discretion of NAFSA , for another two terms of six (06) months each for maintenance and support.
8. Bidders are required to quote their Prices in PKR only.

9. In the event that a product or service is provided at no additional cost, it must be marked as “no charge” or similar wording. All charges required to complete the project, including recurring costs such as support etc., must be included in the proposal. Any price component not explicitly listed in the price schedule will be considered as included in the quoted price, and the successful bidder will be responsible for completing the project within the quoted amount.
10. No additional charges beyond those listed in the price breakdown sheets will be accepted. Quoted prices must include development, integration, testing, training, knowledge transfer documentations etc. and vendor travel costs, all taxes, duties, levies, out of pocket expenses etc.
11. The bidder must bear all costs for travel, meals, and accommodation of its project team at the NAFSA’s Office in Islamabad throughout the contract. For travel to other locations, if required and approved by NAFSA, NAFSA will bear the cost. The bidder must also provide personal laptops, desktops, or IT equipment required by its team members during the contract.
12. All expenses related to senior executives attending meetings or steering committees must be borne by the bidder. Telephone and mobile communication costs between the project team and other bidder offices will also be the bidder’s responsibility.
13. The bidder must quote comprehensively for all services in the financial proposal. Any assumptions regarding future recovery of underpriced items will be at the bidder’s own risk.
14. If any changes in applicable Pakistani laws result in increased or decreased costs for taxes or duties, adjustments will be made accordingly based on invoices dated after such changes come into effect.
15. NAFSA may request proof of payment for any quoted taxes, duties, or levies. Prices must be firm, final, and include all applicable charges. All such charges must be shown separately in the cost breakdown.
16. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the bids are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.
17. All the pages of the financial bid must be sequentially numbered, stamped and signed by the representative authorized at clause 6 of the Form of Bid.
18. The bidder should provide all prices, quantities as per the prescribed formats. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “0” (zero) in all such fields.

19. The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out.
20. Prices in any form or by any reason before opening the Financial Bid should not be revealed.
21. In case of any required travel for the assignment, the vendor shall share a detailed travel plan with NAFSA team who would approve the plan and all travelling arrangements shall be made by NAFSA as per its policy. NAFSA shall arrange boarding, lodging, meals and local travel of the Vendor's team as per approved travel plan. No separate TA/DA shall be admissible to the Vendor/its team.

PAYMENT MILESTONES:

Sr.	Deliverables	Payment milestone
1.	Inception (Requirement Analysis, Design and Prototype, Governance Model, Design Wireframes, Project Plan)	10% of contract amount, excluding support charges, on completion of this milestone
2.	Development (Complete backend & Frontend Development, CMS Setup, integrations etc.)	25% of contract amount, excluding support charges, on completion of this milestone
3.	Testing (Complete Functional, Performance, UAT, Security Testing, Security & Compliance Reports)	25% of contract amount, excluding support charges, on completion of this milestone
4.	Deployment (Live launch of website with training & documentation, hyper-care)	40% of contract amount, excluding support charges, on completion of this milestone
5.	Post go-live maintenance support (6 months)	Support charges shall be paid monthly in arrears
6.	Other Additional Service Charges (i.e., Change Requests / Customizations / Reports).	The payment shall be made on completion of the additional services.

In case the contract is terminated before completion of all deliverables, payments shall be settled as per above mentioned payment milestones.

Signatures of Authorized Representative: _______________

Name and Title: _______________
Registered Business Name & Address of Bidder: _______________
[Official Stamp of the Bidder]

SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

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

1. Clause 1 "**Definitions**" sub clause 1.1.19 of General Conditions of Contract is amended as follows:

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

2. Clause 7 "**Effectiveness of Contract**" sub-clause Clause 7.1 of General Conditions of Contract is amended as follows:

The term of this Contract shall commence on or upon the signing date of the contract and shall continue for a period of six (06) months after successful development and go-live of the website, unless earlier terminated in accordance with the provisions of this Contract. Breakdown of contract term timelines are as under:

a. **[implementation time period as per successful bid to be mentioned]** months for implementation;

b. Six (06) Months' Extended Support after successful go live.

The contract may be extended for another two terms of six (06) months each for post implementation maintenance and support services on satisfactory performance of the Contractor and on same terms and conditions, including contract price.

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

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

10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, the Contract shall remain in force till completion of all contractual obligations by both Parties.

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 intellectual property rights, data security, confidentiality, business continuity;
b. The Contractor consistently fails to meet agreed-upon timelines, 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 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 (if required);
c. certify the deletion of all the Procuring Agency's data from their systems and backups (if required); and
d. 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 information, 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), as applicable, 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 intellectual property rights, 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 intellectual property rights, 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 Personnel, 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 Delay in performance of Services, directly and solely attributable to the Vendor, beyond the lead time of maximum one (01) week after the scheduled delivery of Services, or any un-approved downtime of the website, may entail imposition of fine (liquidated damages) at the rate of half percent (0.5%) per day of delay or 1% per hour of down time, and to a maximum of 10% of the total Price. This condition may be waived off by NAFSA on its discretion or in case of force majeure which shall be proved by Vendor and supported by documentary evidence. Moreover, if Vendor fails to complete the Services within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10%; NAFSA, 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:
Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of a bank guarantee in name of the Procuring Agency issued by a scheduled bank in Pakistan and amounting to ten percent (10%) of the Contract Value.

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

The bank guarantee submitted as performance guarantee shall be released on successful discharge of all contractual obligations by the Contractor, or if the contract is terminated earlier in accordance with the terms and conditions of the contract, the Performance Guarantee shall be discharged if the same is not forfeited, disputed or claimed in accordance with the clauses of this Contract.

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.

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 "Price Schedule". The Price is inclusive of all out-of-pocket expenses, applicable taxes & levies.

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

    27.4 Upon successful completion of each deliverable / payment milestone, the Contractor shall get the Services Receipt Note (SRN) issued from Authorised Representative of the Procuring Agency as mentioned at Conditions of Contract Clause 6.1 and attach the same with its original tax invoice along with any other supporting documents e.g. tax exemption documents. The same shall be sent to the Finance department of the Procuring Agency for processing of payment. Any invoice having discrepant supporting documents, including SRN, shall not be considered for payment processing.

    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 payment shall be made to the Contractor in advance as mobilization advance or on 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.

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

The Defect Liability Period shall be forty five (45) days.

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 "Scope of Services"** hereof.

34. Intellectual Property Rights and Licenses

34.1 All Intellectual Property Rights in the Deliverables/Services to be provided to the Procuring Agency shall be transferred irrevocably and exclusively by the Contractor to Procuring Agency or its nominee. For any software/licenses being utilized for the Deliverables/Services, the Contractor shall use original software/licenses. Procuring Agency shall not be responsible for any claim or adverse impact from use of pirated software/licenses by Contractor.

34.2 The Contractor shall not use any pirated and/or plagiarized content. It shall be sole responsibility of the Contractor to use such material which is either freely available or if is copy right, the Contractor acquires or holds due rights to use such material and/or content. The Contractor shall hold harmless the Procuring Agency from any claim of copy right and/or intellectual property right for the materials/content used.

34.3 All Intellectual Property Rights in the Deliverables/Services to be provided to the Procuring Agency shall be transferred irrevocably and exclusively by the Contractor to Procuring Agency or its nominees. For any licenses being utilized for the Deliverables/Services, the Contractor shall upgrade the licenses from time to time and will grant Procuring Agency or its nominees a non-exclusive, unfettered Intellectual Property Right to use such licenses.

35. Confidentiality

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

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

35.3 The provisions of clause 35 shall not apply to information within any one of the following categories:

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

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

36. Indemnity

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

a. an act or omission of the Contractor, its members, its subcontractors, its employees, its agents, suppliers or employees of its subcontractors in the execution of the Services under this Contract;
b. Misappropriation of any third-party trade secrets or infringement of any of the Intellectual Property Rights or such other statutory infringements in respect of all components provided to fulfill the Services;
c. claims made by the Contractor's employees, members, subcontractors' employees, who are employed by the Contractor under the Contract;
d. gross negligence or gross misconduct solely attributable to the Contractor or its employees, agents, sub-contractors, sub-contractor's employees etc. for the purpose of any or all of the obligations under this Contract;
e. any loss of data, loss of life etc. due to acts of the Contractor, its employees, agents, sub-contractors not just arising out of gross negligence or misconduct;
f. non-compliance by the Contractor of any laws, governmental requirements and regulations; and
g. an act, omission or commission in performance of the Services under the Contract.

37. Representation and Warranties

37.1 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.

37.2 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.

37.3 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.

38. Miscellaneous

38.1 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.

38.2 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.

38.3 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.

38.4 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.

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

38.6 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.

38.7 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.

Non-Disclosure Agreement

[On Rs. 100/- Stamp Paper]

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as the "NDA") is made on this [●] day of [●] (hereinafter referred to as the "Effective Date")

By and Between:

National Agri-trade and Food Safety Authority (hereinafter referred to as "**NAFSA**" or the "**Disclosing Party**") a governmental authority established under NAFSA Act 2026, having its registered office at ________________ Islamabad , which expression shall where the context so permits, includes its successor, authorized representatives, assigns and affiliates;

And

[name of the successful Bidder], a registered business established and existing under the laws of Pakistan and having its registered office at [●] (hereinafter referred to as "**Vendor**" or the "**Receiving party**") which expression shall where the context so permits, includes its successor, authorized representatives, assigns and affiliates.

Each **Disclosing party** and **Receiving party** is hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS:

A. **WHEREAS** the Disclosing party intends to hire the Receiving party as a vendor to provide services regarding design, development and maintenance of NAFSA Website and related components (hereinafter called the "Services").

B. **WHEREAS** the Receiving Party is a registered business and has been awarded the contract for the Services after a competitive bidding process.

C. **WHEREAS**, for provision of Services, the NAFSA (hereinafter referred to as "**Disclosing party**") will be providing confidential information to the Receiving Party. The confidential information shall be given, received, stored, recorded, processed, interpreted, disseminated etc. subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1. The following definitions apply to terms used in this Agreement:

   "Affiliate", in relation to a Party, shall mean any entity which controls, is controlled by, or is under common control of the Party from time to time, but only for so long as such control exists; with the term "control" being the direct or indirect ownership of stock, shares or interests entitled to vote upon election of directors or other governing body of the entity or otherwise having the ability to direct the management and policies of such entity.

   "Confidential Information" shall mean all information or data disclosed by the

Disclosing Party (or its Representatives or users or subscribers) to the Receiving Party (or its Representatives) relating to the Services and shall include any personal, business, commercial, technical, marketing, financial, trade related information whether in electronic, oral or written form, or all recordings, documents, emails, call records, notes, analysis, compilations, studies or other documents recorded, stored, captured or prepared by, for or on behalf of Disclosing Party and its existing or proposed activities, which is identifiable by its nature as confidential at the time of disclosure.

"**Representatives**" shall mean a Party's directors, officers, employees, partners, agents, advisors or any other person communicated by one party to the other, in writing, as such.

2. The Receiving Party shall make copies of the Confidential Information only to the extent that the copies are reasonably necessary for provisioning of the Services; and at the request and direction of the Disclosing Party, and without delay, return or destroy any Confidential Information provided to it pursuant to this NDA and any copies of such Confidential Information.

3. The confidentiality obligations provided hereunder shall not apply to Confidential Information that:
   (a) as evidenced by the Receiving Party's written records, was lawfully known to the Receiving Party prior to its communication by or at the direction of the Disclosing Party and was not communicated to the Receiving Party subject to any restrictions on disclosure or use; or
   (b) is or becomes a part of the public domain other than by a breach of this Agreement by the Receiving Party; or
   (c) becomes known to the Receiving Party by the action of a third party not in breach of any obligation of confidentiality; or
   (d) If disclosure of any Confidential Information is compelled (whether directly or indirectly) under a legally binding order or other instrument issued by any local, national or international governmental regulatory or law enforcement authority or agency, tribunal, court or arbitrator (each a "Governmental Body" and collectively, "Governmental Bodies") that has jurisdiction over the Receiving Party or data held and processed by the Receiving Party, the Receiving Party shall, before making any disclosure of any such Confidential Information, take the following actions:
      (i) promptly notify the Disclosing Party of such compelled disclosure and the terms thereof and provide the Disclosing Party with the Receiving Party's legal opinion that such disclosure is legally binding on it and that the legal process is sufficient and valid; and
      (ii) consult with the Disclosing Party regarding the Receiving Party's response to such demand or request and, at Disclosing Party's request, shall provide to the Disclosing Party a true, correct and complete copy of the Receiving Party's response to such demand or request.

Provided that the onus shall be on the Receiving Party to prove that any of the foregoing cases applies.

Provided further that no part of the Confidential Information shall be deemed to be within the foregoing exceptions merely because such part is embraced by more general information in the public domain or literature or in the possession of the Receiving Party. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features of any such combination are within one or more of such exceptions.

4. The Receiving Party shall be entitled to disclose the Confidential Information it receives from the Disclosing Party in confidence to its employees, directors, advisors and Affiliates who need to have access to the Confidential Information for the Services, provided that such employees, directors, advisors and Affiliates agree to be bound by obligations of confidentiality that are no less restrictive than those in this NDA. As a condition to such disclosure, the Receiving Party shall inform its employees, directors, advisors and Affiliates of the confidential nature of the information and shall be responsible for any breach of confidentiality by any such person.

5. The Receiving Party agrees that it shall not further disclose nor make any other use of the Confidential Information without prior written permission of the Disclosing Party, except as expressly provided herein.

6. The Receiving Party shall under no circumstances share the trade transactions or trader related data provided or shared by the Disclosing Party or to which the Receiving Party gets access during course of provision of Services with any third party.

7. The Receiving Party expressly agrees and accepts that no representation or warranty, express or implied, is made by the Disclosing Party as to the accuracy, completeness or reasonableness of any of the Confidential Information, and that neither the Disclosing Party nor any of its or their respective employees, directors, officers or consultants shall have any liability to the Receiving Party as a result of the Receiving Party's possession, use or reliance of the Confidential Information.

8. The Receiving Party shall also be responsible for any breach of this NDA by any of its employees in their course of employment or its Affiliates and for any use of the Confidential Information by any of them for any purpose other than the Services.

9. The Parties agree that monetary damages shall not be a sufficient remedy for breach of this NDA and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this NDA but shall be in addition to all other remedies available at law or equity.

10. No rights or obligations other than those expressly set out in this NDA are to be implied and nothing contained in this NDA constitutes an offer by or on behalf of the Disclosing Party or confers upon the Receiving Party a right, title, interest or license in respect of the Disclosing Party's Confidential Information.

11. The obligations arising in respect of the Confidential Information disclosed pursuant to this Agreement shall commence from the Effective Date and shall expire ten (10) years after the Effective Date. During this period, the Receiving Party shall:
    (a) Protect received Confidential Information from disclosure to third parties with at least the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own proprietary or confidential information of like kind from unauthorized use or disclosure;
    (b) Limit the access to and dissemination of received Confidential Information only to those individuals who have a need for such information to fulfil the Purpose stated in this NDA and have been notified about and agree to the obligations imposed by this NDA;
    (c) Use received Confidential Information only in furtherance of the Services; and
    (d) Not reproduce received Confidential Information or incorporate it into its works unless necessary to fulfill the Services and only on express approval, in writing, of the Disclosing party.

12. This NDA may be terminated by either Party at any time upon Thirty (30) days prior written notice to the other Party. The termination of this NDA shall not relieve either Party of its obligations with respect to Confidential Information received under this NDA. Immediately upon termination, the Receiving Party shall provide all reports, documents, data, recordings etc. to the Disclosing Party and further will return, destroy or discard (as advised by the Disclosing Party) all the Confidential Information disclosed to it pursuant to this NDA and any copies of such Confidential Information both in hard and soft form and shall provide a statement to this effect to the Disclosing Party that the Receiving Party has destroyed all Confidential Information and no such information is in possession of its employees, advisors, vendors, contractors, Affiliates' etc.

13. This NDA represents the entire agreement between the Parties in relation to the subject matter contained herein and supersedes all other agreements and representations, whether oral or written. This NDA may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.

14. The Receiving Party shall not make any announcement relating to the Services or any information received under this NDA without written approval of the Disclosing Party.

15. This NDA shall be governed by and construed in accordance with the laws applicable in Pakistan, and subject to the terms of this NDA, Pakistani Courts in Islamabad shall

have exclusive jurisdiction to decide on any disputes which may arise out of or in connection with this NDA.

16. Nothing herein shall be construed as obligating or be deemed to obligate the Parties to enter into any future agreement with respect to the business relationship contemplated herein or the Confidential Information disclosed hereunder.

17. This NDA may not be assigned by either Party without prior consent of the other Party and shall be binding upon and to the benefit of the Parties hereto and their permitted successors and assigns.

18. Each Party agrees that it shall be solely responsible for all costs and expenses incurred by such Party or its representative in connection with this NDA.

19. All notices, requests, demands, declarations and other communications required hereunder or given pursuant hereto shall be in writing and shall become effective (a) if given by electronic email, when transmitted and receipt has been confirmed, (b) if given by courier or overnight delivery, when delivered by such courier or overnight delivery carrier, or (c) if personally delivered, when so delivered in person, on the address of respective Parties given under:

Disclosing Party	Receiving Party
[Name of Representative]	[Name of Representative]
[Designation]	[Designation]
Contact number:	Contact number:
e-mail address:	e-mail address:
Address:	Address:

20. Any question, controversy, difference or dispute whatsoever arising between or among the Parties regarding this NDA or any clause hereof or the construction thereof, or as to any matter in any way connected therewith or arising under this NDA shall be resolved through friendly consultation. If the Parties are unable to settle amicably, the matter shall be referred to Arbitration under the provisions of the Arbitration Act, 1940, and applicable rules made thereunder for the time being in force through a single Arbitrator jointly appointed by the Parties. Any award made during the course of such Arbitration shall be final and binding on the Parties who shall give full effect thereto, and judgment may be entered upon the award in any competent court of Pakistan. The venue of the Arbitration shall be Islamabad and the arbitration proceedings shall be conducted in English language.

IN WITNESS WHEREOF the Parties have made and executed this NDA on the first day, month and year above written.

Disclosing Party (NAFSA)	**Receiving Party [Successful Bidder]**
____________________	____________________
Name_______________	Name_______________
Title _______________	Title _______________
Date _______________	Date _______________
Contact details ___________________	Contact details ___________________

WITNESSES:

1. ______________________	2. ______________________
Name_____________________	Name _____________________
CNIC_____________________	CNIC_____________________

Declaration of Ultimate Beneficial Owners Information

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

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

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

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

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

Total number of shares taken (in figures and words)	

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

Name & signature

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