

# Standard Bidding Document

Provision of AC Ducting Works for Existing HVAC System at PSW Karachi  
Office (BC-1) - PSW/PROC/25-26/ADMN-605  
(Works)

National

Single Stage-One Envelope



*September 17, 2026*

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# REQUEST FOR BIDS

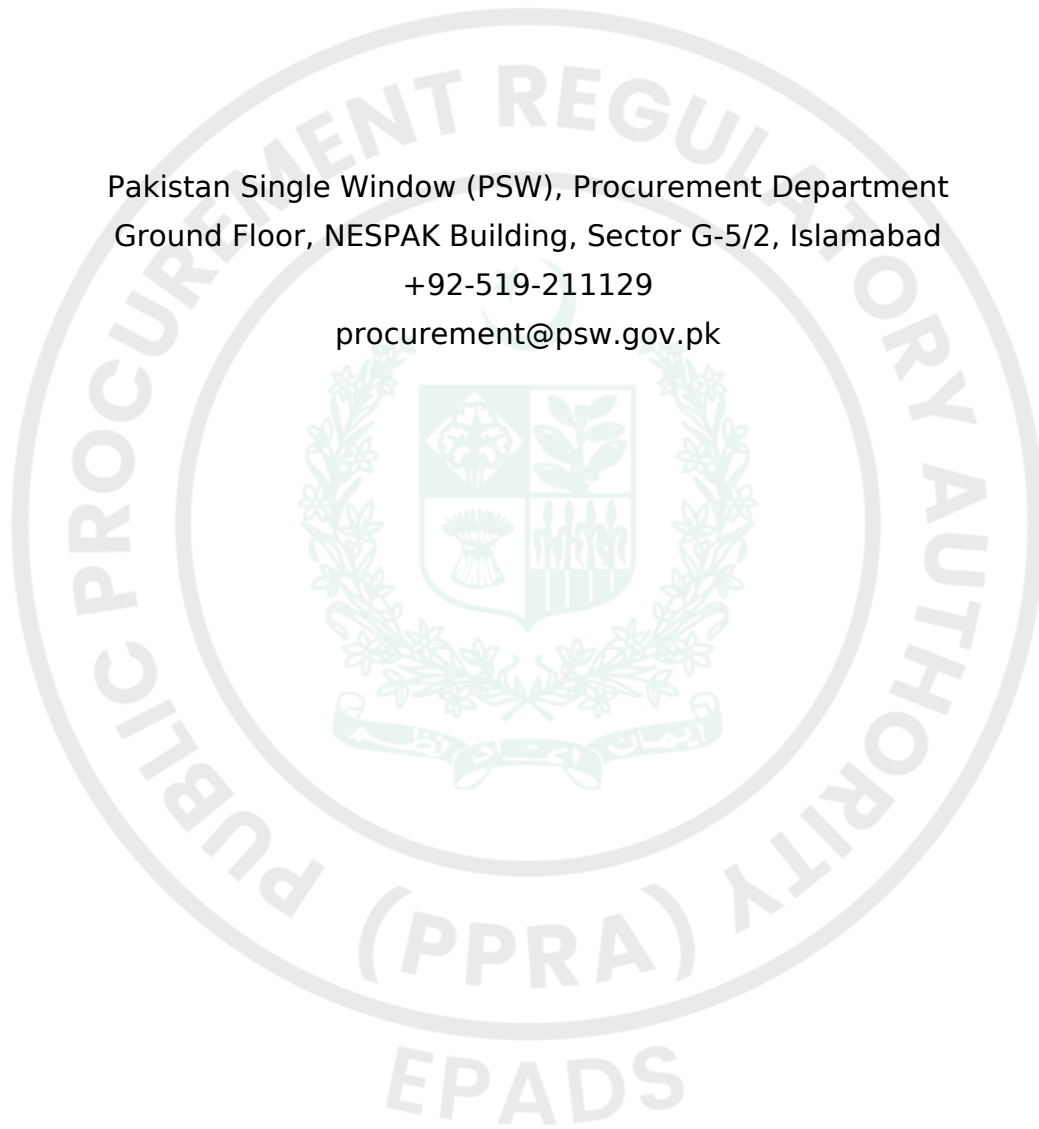
## PROCUREMENT OF CIVIL WORKS

1. The **Pakistan Single Window (PSW)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Single Window (PSW)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Provision of AC Ducting Works for Existing HVAC System at PSW Karachi Office (BC-1) - PSW/PROC/25-26/ADMN-605**" with the reference of "**P84238**".
2. The **Pakistan Single Window (PSW)** invites sealed Bids from eligible Bidders for procurement of Works (**Provision of AC Ducting Works for Existing HVAC System at PSW Karachi Office (BC-1) - PSW/PROC/25-26/ADMN-605**) described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
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/84238>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
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 **Friday, October 2, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Friday, October 2, 2026 11:30 AM**. Manual submission of

Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 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 on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. INTRODUCTION

### 1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

### 2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

### 3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium may be prescribed*

*in BDS, in accordance with the guidelines issued by the PPRA).*

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statutory Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

#### **4. Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

## **B. BIDDING DOCUMENTS**

#### **5. Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

## **6. Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. 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 7.

6.4. 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 bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

## **7. Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

## C. PREPARATION OF BIDS

### 8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

### 9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

### 10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

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

11.1. The bidder shall furnish, as part of its bid, 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 bid shall establish to the satisfaction of the Procuring agency/Employer 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 qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

## **12. Forms of Bid**

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

### 13. Bid Prices

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

#### **14. Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

#### **15. Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

#### **16. Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer 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.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

## 17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

## **18. Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

## **19. Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

# **D. SUBMISSION OF BIDS**

## **20. Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

## **21. Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

## **22. Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

# **E. OPENING AND EVALUATION OF BIDS**

## **23. Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

## **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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

## 25. Clarification of Bids

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

## 26. Preliminary Examination of Bids

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

*Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor*

*informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

*26.4.1. Submit the number of copies of signed bids required by the invitation;*

*26.4.2. Furnish required information concerning the number of its employees;*

*26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

## **27. Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

## **28. Correction of Arithmetic Errors**

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer 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;

28.1.2. 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

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

## **29. Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

## **30. Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

30.3.1. 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;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. 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.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single 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**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

*"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

## 31. Domestic Preference

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

## **32. Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

## **33. Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

## **34. Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

### 35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

*Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

## F. AWARD OF CONTRACT

### 36. Criteria of Award

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;  
and

36.1.3. Successful negotiations have been concluded, if any.

### 37. Negotiations

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

### **38. Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

### **39. Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

#### **40. Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

#### **41. Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

## 42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

#### **43. General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

#### **44. Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/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**

#### **45. Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

### **H. MECHANISM OF BLACKLISTING**

#### **46. Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



## Bid Data Sheet

## Bids Data Sheet (BDS)

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

| BDS Clause Number    | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders                                                                                                                                                                                                                            |
|----------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Introduction      |            |                                                                                                                                                                                                                                                                                                     |
| 1                    | 1.1        | <p>Name of Procuring Agency: <b>Pakistan Single Window (PSW)</b></p> <p>The subject of procurement is: <b>Provision of AC Ducting Works for Existing HVAC System at PSW Karachi Office (BC-1) - PSW/PROC/25-26/ADMN-605</b></p> <p>Expected commencement date: <b>Monday, November 30, 2026</b></p> |
| 2.                   | 2.1        | <p>Financial year for the operations of the Procuring Agency: <b>2026-27</b></p> <p>Name and identification number of the Contract: <b>P84238</b></p>                                                                                                                                               |
| 3.                   | 3.1        | <p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p>                                                                                                                                                                                           |
| B. Bidding Documents |            |                                                                                                                                                                                                                                                                                                     |

|                        |           |                                                                                                                                                                          |
|------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.                     | 6.2 & 6.4 | The Bidders may seek clarifications through <b>EPADS v2.0</b> : Clarification Date: Wednesday, September 23, 2026                                                        |
| 5.                     | 7.2       | Any addendum, in case issued, shall be published on <b>Pakistan Single Window (PSW)</b> website and on <b>EPADS v2.0</b> .                                               |
| C. Preparation of Bids |           |                                                                                                                                                                          |
| 6.                     | 8.1       | List of documents required along with the bid:<br><br>1. As mentioned at the sections Eligibility Criteria, Scope of Work and Additional Forms and Documents of the RFP. |
| 7.                     | 9.1       | The qualification criteria to establish the supply / production capability of the bidder.<br><br><i>see Eligibility Criteria</i>                                         |
| 8.                     | 11.2      | <b>Works and Their related documents:</b><br><i>See section Required Scope of Work</i>                                                                                   |
| 9.                     | 11.1      | Price schedule will be provided according to the format defined and acquired.<br><i>see section price schedule.</i>                                                      |
| 10.                    | 11.4      | <b>Specifications:</b><br><br><i>see section of specifications.</i>                                                                                                      |

|                                          |                        |                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11.</b>                               | <b>11.5 &amp; 13.5</b> | The price shall be <b>Fixed</b> .<br>The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.                                                                                                                                                                                                                       |
| <b>12.</b>                               | <b>14.1</b>            | Currency of the Bids shall be : <b>PKR</b>                                                                                                                                                                                                                                                                                                                      |
| <b>13.</b>                               | <b>16.1</b>            | The Bids/Bid Validity period shall be: <b>120 Days</b>                                                                                                                                                                                                                                                                                                          |
| <b>14.</b>                               | <b>17.1</b>            | The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>                                                                                                                                                                                                                                                 |
| <b>15.</b>                               | <b>17.2</b>            | The Bid Security shall be in the form of: <b>Pay Order</b>                                                                                                                                                                                                                                                                                                      |
| <b>16.</b>                               | <b>15.1</b>            | Alternative Bids to the requirements of the bidding documents willnot be permitted.                                                                                                                                                                                                                                                                             |
| <b>D. Submission of Bids</b>             |                        |                                                                                                                                                                                                                                                                                                                                                                 |
| <b>17.</b>                               | <b>18.1 &amp; 21.1</b> | <p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>Ground Floor, NESPAK Building, Sector G-5/2, Islamabad</b></p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Friday, October 2, 2026 11:00 AM</b></p> |
| <b>E. Opening and Evaluation of Bids</b> |                        |                                                                                                                                                                                                                                                                                                                                                                 |

|                                           |                        |                                                                                                                                                              |
|-------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>18.</b>                                | <b>24.1</b>            | <p>The Bids opening shall take place on <b>EPADS v2.0</b>.</p> <p>Day : <b>Friday</b></p> <p>Date: <b>October 02, 2026</b></p> <p>Time : <b>11:30 AM</b></p> |
| <b>19.</b>                                | <b>30.2</b>            | <p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b></p> <p><i>see Evaluation Criteria</i></p>                                   |
| <b>F. Award of Contract</b>               |                        |                                                                                                                                                              |
| <b>20.</b>                                | <b>41.1 &amp; 41.2</b> | <p>The Performance guarantee shall: <b>10.00%</b>.</p> <p>The Performance Guarantee shall be acceptable in the form of: <b>Pay Order, Bank Guarantee</b></p> |
| <b>21.</b>                                | <b>45.1</b>            | <p>Arbitrator shall be appointed by mutual consent of the both parties.</p>                                                                                  |
| <b>G. Review of Procurement Decisions</b> |                        |                                                                                                                                                              |
| <b>22.</b>                                | <b>37</b>              | <p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p>                                                                           |

## Eligibility Criteria

| Bidder's Type                                                                                    | Required Registration |
|--------------------------------------------------------------------------------------------------|-----------------------|
| Sole Proprietorship<br>Partnership Firm<br>Company (Private Limited)<br>Company (Public Limited) | FBR (NTN)             |

| Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                 | Document |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1) Complete Company Profile                                                                                                                                                                                                                                                                                                                                                                          | Yes      |
| 2) The bidders must be Sales Tax registered and appearing as “Active” and “Operative” on the “Taxpayer Profile” at FBR’s website at the time of submission/evaluation of bids. Bidders to provide NTN & Sales Tax registration certificates                                                                                                                                                          | Yes      |
| 3) Bidders must be a registered business. Certificate of registration of business issued by SECP or registrar of firms or FBR (as the case may be) to be provided.                                                                                                                                                                                                                                   | Yes      |
| 4) Bidders must be a single legal entity. Joint Ventures, Consortiums or Sub-Contracting is not allowed. Confirmation to be provided on letterhead.                                                                                                                                                                                                                                                  | Yes      |
| 5) The Bidder must have minimum five (05) years of experience in providing the same services related to ducting / HVAC Services / Air Conditioning. To provide: copies of earliest contracts, purchase/work orders, client testimonials etc. for similar work. The experience in number of years shall be calculated from the date of such provided supporting documents of the earliest assignment. | Yes      |

|                                                                                                                                                                                                                                                                                               |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 6) The Bidder must have completed minimum three (03) similar projects in last five (05) years.Details & supporting documents in form of copies of contracts, purchase/work orders, client testimonials or invoices to be provided. Claims without supporting documents shall not be accepted. | Yes |
| 7) Proposed Work Plan and Methodology Duly completed, signed, and stamped proposed work plan, including the methodology for execution of the work and a detailed project plan with proposed timelines, clearly outlining each implementation step and the corresponding schedule.             | Yes |
| 8) The bidder shall provide an undertaking on its letterhead confirming that it has not been involved in any contract non-performance of procurement contracts during the last three (3) years                                                                                                | Yes |
| 9) Signed Form of Bid with official stamp affixed on it as per the format given in additional Forms and Documents of the RFP.                                                                                                                                                                 | Yes |
| 10) Form 9: Bid Securing Declaration, duly signed by the authorized representative and bearing the official company stamp/seal, strictly in the format prescribed in this Bidding Document                                                                                                    | Yes |
| 11) The Bidder must submit a duly signed Conflict of Interest Undertaking on its letterhead confirming that it has no actual, potential, or perceived conflict of interest with respect to this procurement or the related services. Confirmation to be provided on letterhead.               | Yes |
| 12) Any bidder with which PSW has an adverse or unsatisfactory documented experience in the past five (05) years shall be disqualified                                                                                                                                                        | No  |
| 13) Bidders must be PEC registered with specialization code ME-01.                                                                                                                                                                                                                            | Yes |
| 14) List of major equipment.                                                                                                                                                                                                                                                                  | Yes |

## Evaluation Criteria

### Least Cost Based Selection (LCBS)

#### Jobs/Lots

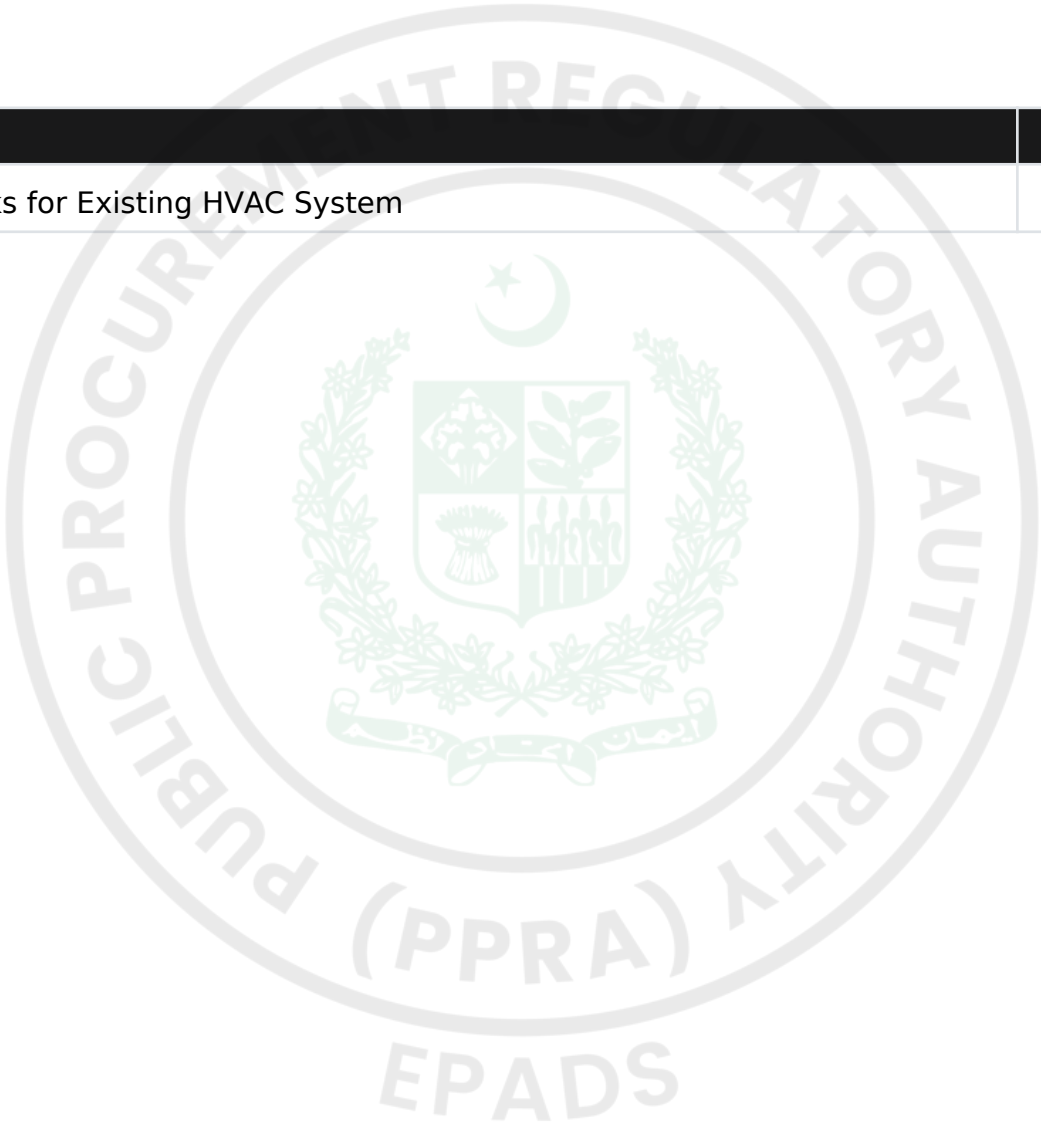
#### Jobs Without Lots :

| Job                                                    | Delivery Schedule                                                                                                                      | Quantity | Bid Security |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|
| Provision of AC Ducting Works for Existing HVAC System | Address: 5th Floor, Bahria Complex-1, MT Khan Road Karachi<br>Schedule: Immediately upon issuance of the Work Order<br>Quantity: 1/job | 1/job    | 0 PKR        |

Related Services :

Yes

| Job                                                    | Related Services |
|--------------------------------------------------------|------------------|
| Provision of AC Ducting Works for Existing HVAC System | 1 year warranty  |



# Work Specifications and Market Rates

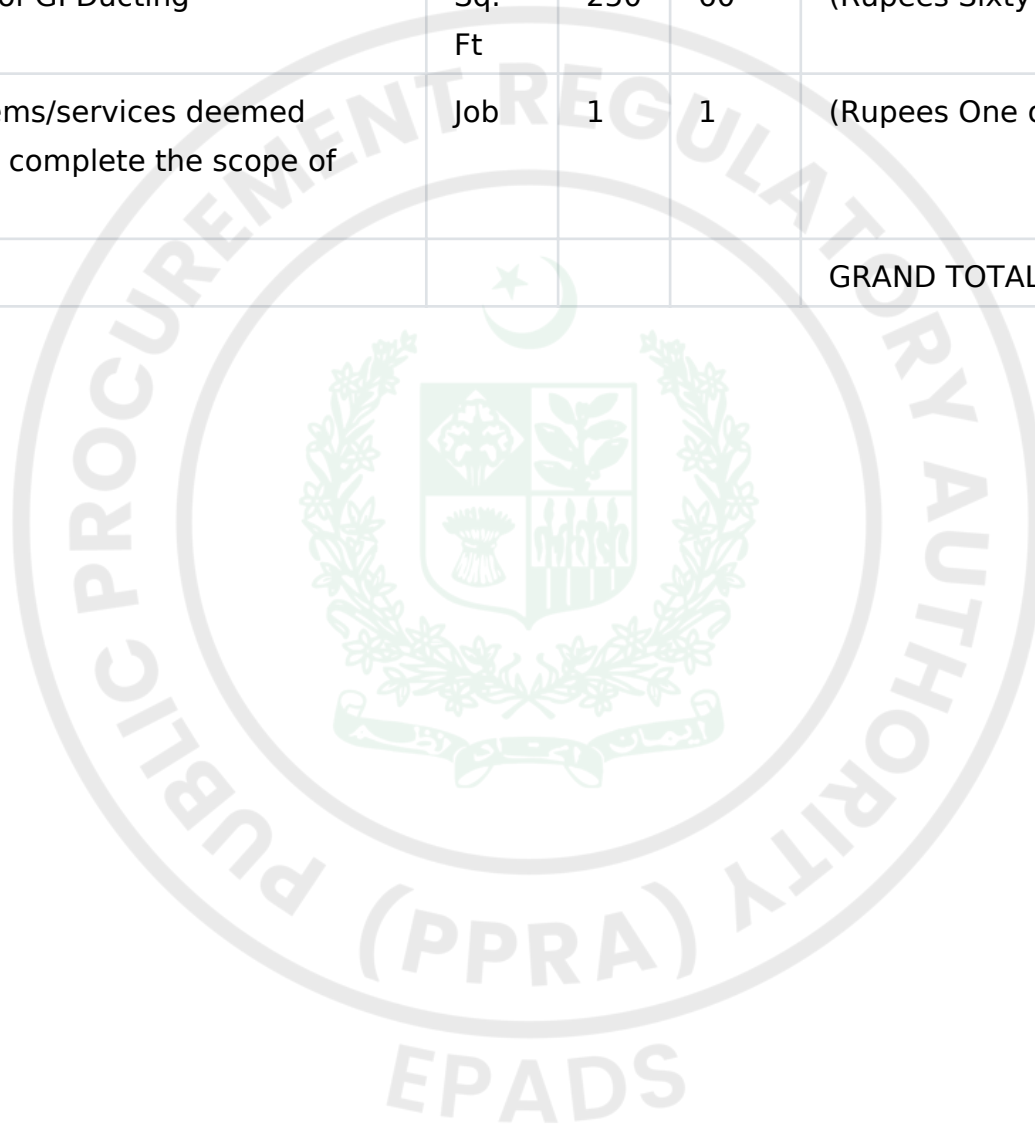
## Jobs Without Lots :

**Job:** Provision of AC Ducting Works for Existing HVAC System

## Specifications / Requirements:

| Sr. No | Ref. No. | Description                                                                             | Unit   | Qty | Rate |                                                  | Amount |
|--------|----------|-----------------------------------------------------------------------------------------|--------|-----|------|--------------------------------------------------|--------|
| 1      | 1        | GI Ducting 22 Guage supply and installation including support material and duct sealant | Sq. Ft | 700 | 750  | (Rupees Seven Hundred Fifty only)                | 525000 |
| 2      | 2        | Volume Control Damper 14 x 6                                                            | Each   | 9   | 3640 | (Rupees Three Thousand Six Hundred Forty only)   | 32760  |
| 3      | 3        | Air Devices - Grill 12 x 12                                                             | Each   | 11  | 5720 | (Rupees Five Thousand Seven Hundred Twenty only) | 62920  |
| 4      | 4        | Supply & Installation of 25mm XLPE Insulation with Alupet Foil                          | Sq. Ft | 700 | 650  | (Rupees Six Hundred Fifty only)                  | 455000 |
| 5      | 5        | Dismantling & Reinstallation of Gypsum Ceiling                                          | Sq. Ft | 900 | 100  | (Rupees One Hundred only)                        | 90000  |

| Sr. No | Ref. No. | Description                                                             | Unit   | Qty | Rate |                     | Amount         |
|--------|----------|-------------------------------------------------------------------------|--------|-----|------|---------------------|----------------|
| 6      | 6        | Dismantling of GI Ducting                                               | Sq. Ft | 250 | 60   | (Rupees Sixty only) | 15000          |
| 7      | 7        | Any other items/services deemed necessary to complete the scope of work | Job    | 1   | 1    | (Rupees One only)   | 1              |
|        |          |                                                                         |        |     |      | GRAND TOTAL:        | Rs1,180,681.00 |



# Scope of Work

## **Supply, Fabrication & Installation of GI Air Conditioning Ducting - 5th Floor, BC-I**

The objective of this work is to modify and extend the existing building HVAC ducting system to provide adequate air distribution to the proposed glass cubicles and the main hall on the 5th Floor, BC-I. The scope includes dismantling of the existing ductwork, fabrication and installation of new GI ducting, dismantling and reinstallation of the gypsum ceiling, and testing & commissioning of the complete system in accordance with the approved duct layout.

**Location: PSW Karachi office:5th Floor, Bahria Complex-I, M.T Khan Road, Karachi**

### **Scope of Work**

- Dismantling and removal of 250 sq. ft. of existing GI ducting.
- Fabrication, supply, and installation of 700 sq. ft. of 22-gauge GI ducting as per the approved layout.
- Supply and installation of 11 air supply diffusers/grilles.
- Supply and installation of 9 Volume Control Dampers (VCDs) for proper airflow balancing.
- Dismantling and reinstallation of approximately 900 sq. ft. of existing 2' x 2' gypsum ceiling to facilitate ducting installation, including restoration of the ceiling upon completion of the work.
- Supply and installation of all required accessories, including duct supports, hangers, fasteners, sealants, flexible connections, and other necessary fittings.
- Integration of the new ducting with the existing building HVAC system.
- Testing, air balancing, and commissioning to ensure uniform airflow and satisfactory cooling performance.
- Cleaning of the work area and disposal of dismantled material upon completion.

**Note:**

- The existing building HVAC system will be utilized for this work. This SOW covers the dismantling, fabrication, supply, installation, testing, commissioning of the GI ducting system, and the dismantling and reinstallation of the existing gypsum ceiling required for the execution of the work. All work shall be carried out in accordance with the attached approved duct layout.
- Bidders are encouraged to visit the premises during working hours (09:00 AM to 05:00 PM, Monday to Friday) to take necessary measurements and assess the site. However, an advance request must be submitted via email at [procurement@psw.gov.pk](mailto:procurement@psw.gov.pk), along with complete visitor details (including name, organization, CNIC number, designation, contact number, and vehicle registration number, if applicable), to facilitate access arrangements.
- The Bid is required to include all parts, labour, services etc. required to successfully complete the project. Any item not mentioned herein but is required to complete the project must be mentioned in quote. Any such item which is not mentioned shall be deemed to be included in quoted price. Bidders shall be required to complete the project in quoted rates.
- Working Hours: The ducting, dismantling, and installation works shall be carried out after office hours, on weekends, or on public holidays to avoid disturbance or disruption to normal office operations. All such work shall be carried out at no additional cost to PSW.
- Quantities provided are tentative. Payment shall be made based on actual measurements executed at site, while quoted unit rates shall remain fixed throughout the Contract

- Upon completion of the works, the Contractor shall remove all debris, dismantled material, surplus material, stains, temporary works, and waste, and hand over the site in a clean and satisfactory condition.
- Any damage caused to existing ceilings, finishes, fixtures, equipment, or building infrastructure during execution of the works shall be repaired and restored by the Contractor at its own cost to the satisfaction of PSW.
- The Contractor shall provide warranty support for the completed works and shall promptly rectify any defects arising during the warranty period without any additional cost to PSW.
- The contractor shall complete the testing, air balancing, and commissioning of the modified HVAC ducting system within 3 working days after completion of the ducting installation, to ensure satisfactory system performance and uniform air distribution.

# Price Schedule

## For Individual Jobs

| # | Job 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 Contractor and 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.

5.2. A {DOCUMENTS}

## **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.

#### 29.2. A {INSPECTION}

### 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*

### **Number of GC Clause 1**

#### **Definitions**

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

**The Supplier is:**

**The title of the subject procurement is: Provision of AC Ducting Works for Existing HVAC System at PSW Karachi Office (BC-1) - PSW/PROC/25-26/ADMN-605**

### **Number of GC Clause 2**

#### **Applicable/Governing Law:**

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

### **Number of GC Clause 3**

#### **Language:**

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

### **Number of GC Clause 4**

#### **Notices:**

**The addresses for the notices are:**

Procuring Agency:

Pakistan Single Window (PSW), Procurement Department  
Ground Floor, NESPAK Building, Sector G-5/2, Islamabad  
+92-519-211129  
procurement@psw.gov.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

## Number of GC Clause 6.1

### The Authorized Representatives are:

#### For the Procuring Agency:

Pakistan Single Window (PSW), Procurement Department  
Ground Floor, NESPAK Building, Sector G-5/2, Islamabad  
+92-519-211129  
procurement@psw.gov.pk

#### For the Bidder:

**Name:** .....

**Designation:** .....

**Address:** .....

## Number of GC Clause 7

### Effectiveness of the contract

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

## Number of GC Clause 8

### Commencement of Contract:

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

## Number of GC Clause 10.2

### Expiration of Contract:

The time period shall be .....

## Number of GC Clause 14

### Termination

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

## Number of GC Clause 16

### Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

## 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 **Pay Order, 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 28

### Payment terms:

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

## Number of GC Clause 29

### Identifying Defects:

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

## Inspections & Tests Requirements

The works shall be subject to inspection, verification, and acceptance by the PSW Administration Department. Any defects, deficiencies, or non-conformities identified during execution or within the warranty period shall be rectified by the Contractor at no additional cost.

All materials, fittings, accessories, and workmanship shall be subject to approval by the PSW Administration Department.

## Delivery & Documents

Payment to be made by PSW Finance Department within one month of successful delivery & acceptance of supply through issuance of GRN by PSW and provision of original error-free invoice by Vendor

Original tax invoice is required to be addressed and submitted to PSW Finance Department for processing of payment

## **Number of GC Clause 31**

### **Following is the guidance for Dispute Resolution**

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...
- iv. Cost sharing equally...
- v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

### **Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

### **Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **P84238**

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

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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



## Contract Form

## SECTION IX: CONTRACT FORMS

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

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Provision of AC Ducting Works for Existing HVAC System at PSW Karachi Office (BC-1) - PSW/PROC/25-26/ADMN-605 (P84238)** 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.

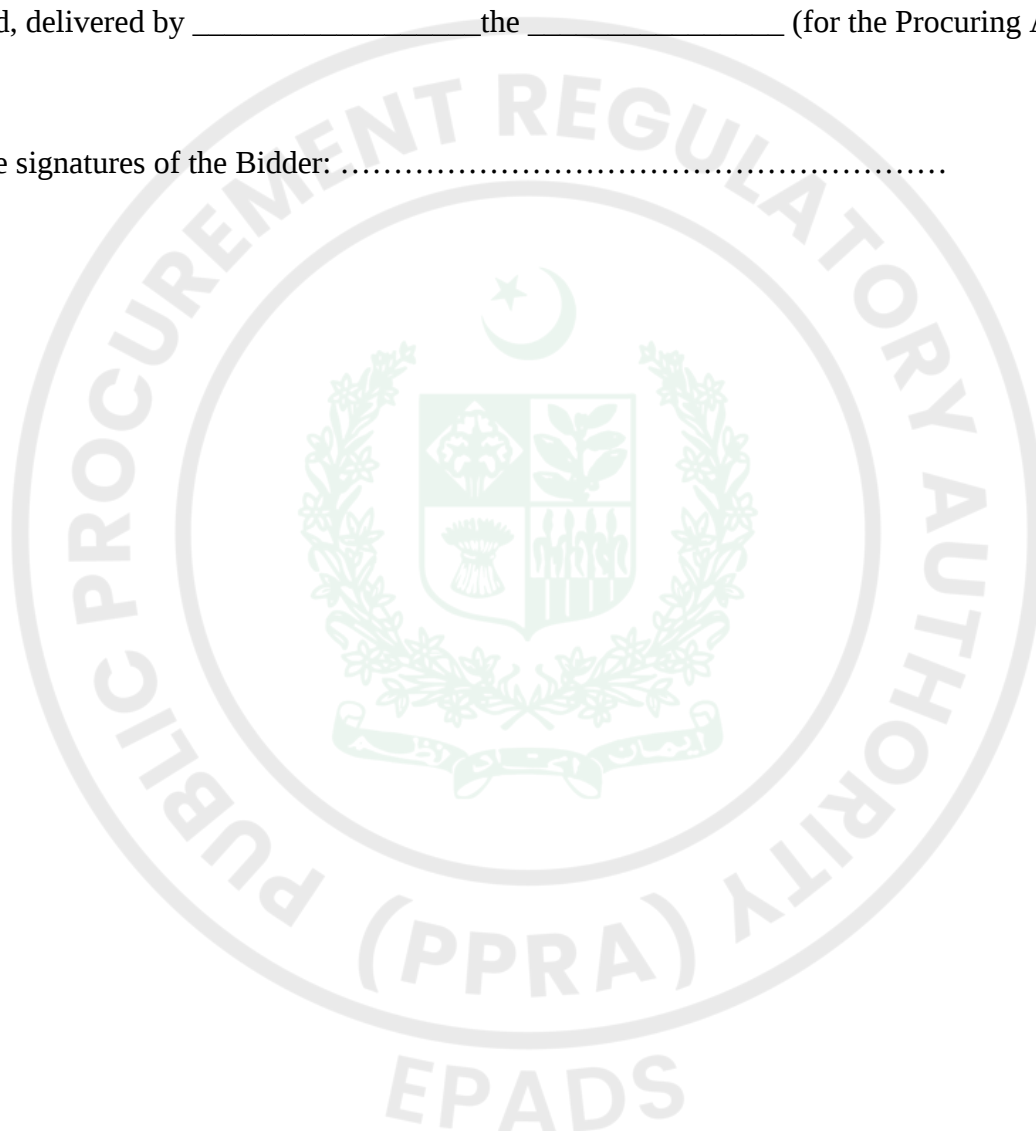
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

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 BY THE 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

## Performance Guarantee Form

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

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

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*[name of bank or financial institution]*

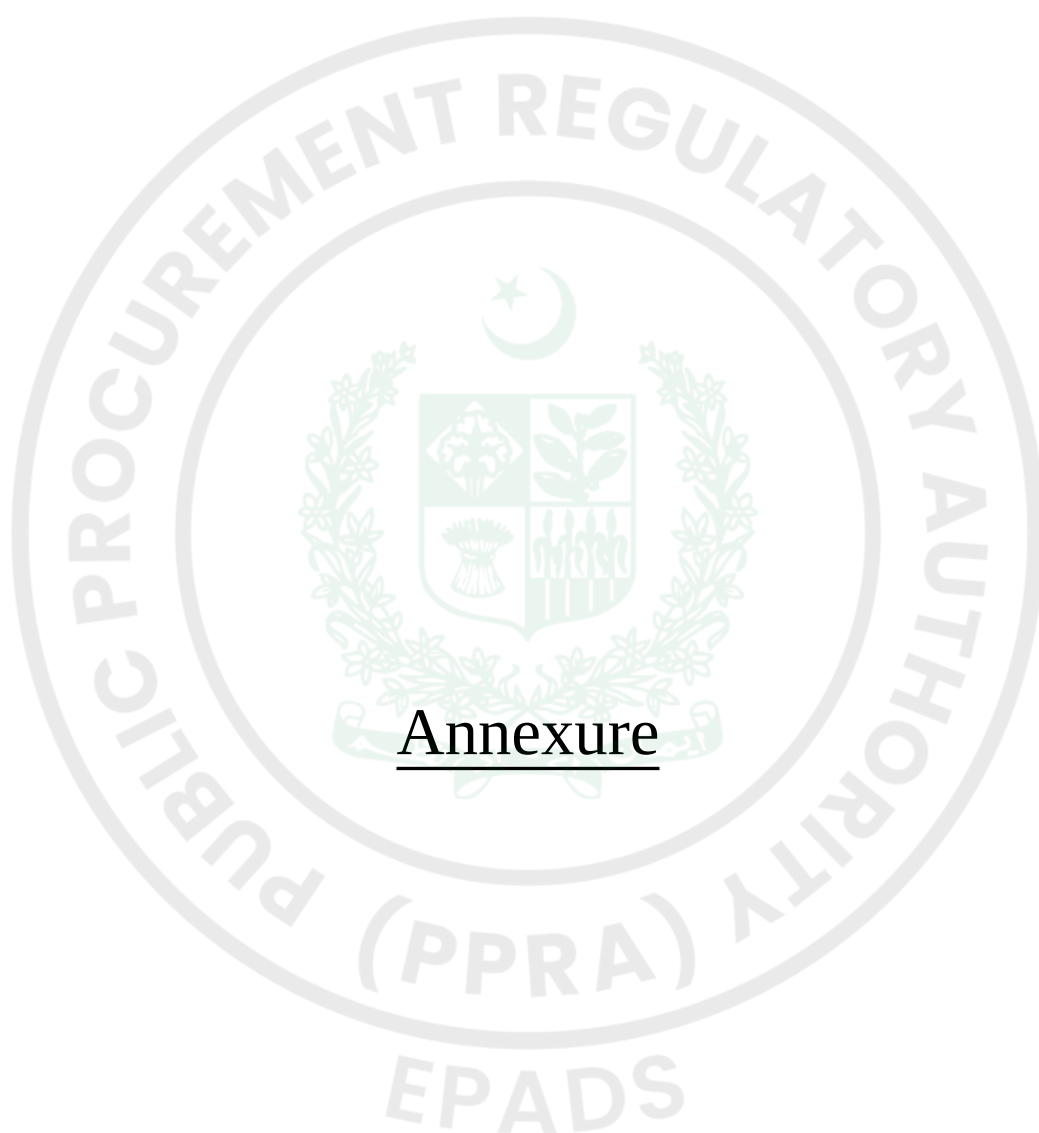
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[address]

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[date]





## Annexure

## Special Provisions

Special Provisions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Provisions** (page number: 78)

## Price Schedule

Annexure: Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 102)

## Design for Ducting in 5th Floor

Design for Ducting in 5th Floor

Information (Read-Only)

See Form Under Additional Forms and Documents: **Design for Ducting in 5th Floor** (page number: 104)



## 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. Prospective bidders may request clarification on any aspect of the bidding documents by - **23<sup>rd</sup> September- 2026**. Prospective Bidders may send their queries via email at [procurement@psw.gov.pk](mailto:procurement@psw.gov.pk). Bidders are required to mention the RFP number (**PSW/PROC/25-26/ADMN-605 (P84238)**) in the subject line of the emails for all correspondence related to the subject tender. Pakistan Single Window (PSW) will not be liable for any missed correspondence/email, including Bid Securing Declaration sent via email, where the RFP number is not mentioned in the subject line of the email.
4. Bids will be opened electronically on EPADS and details thereof shall be automatically visible to the participating bidders on their respective dashboard on EPADS therefore a bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of bid opening falls on a public holiday, next working day shall be considered as the deadline for the same whereas the time, as published in the tender notice, shall remain the same.

**Section II: Instructions to Bidders**

1. Clause 6 “Clarifications”, sub-clause 6.1 and 6.2 is amended as follows:

6.1 Clarifications of the bidding documents may be requested in writing through EPADS v2.0 or by sending email at [Procurement@psw.gov.pk](mailto:Procurement@psw.gov.pk) by any bidder till the deadline of sending queries i.e. **23<sup>rd</sup> September- 2026**.

8.2 The procuring agency shall respond in writing to all pre-bid clarifications received till the above mentioned deadline. 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. The response to clarifications shall be published on the PSW website under “Tender Updates” tab of respective tender at <https://www.psw.gov.pk/documents/tenders>.

For clarifications required by the procuring agency during evaluation, the same shall be in writing and no bidder shall be allowed to alter or modify its bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0 or via official email.

2. Clause 23.1 “Opening of Bids” are amended as follows:

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

3. Clause 23.2 “Opening of Bids” is added as follows:

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

4. Following is added at the end of Clause 25.1 “Clarification of Bids”:

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

5. The following wording is added in the beginning of Clause 25.2 “Clarification of Bids”:

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

6. Following Clause is added after Clause 35.5:

**35.6 Un-balanced Financial Bid:**

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

Once the unbalanced bids have been determined, the Procuring Agency may:

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

**42. Advance Payment:** Following clause is 42.1 & 42.2 is amend is follows:

42.1 No advance payment shall be made under this Contract

42.2 Payment shall be made as per the payment milestones mentioned in the RFP or after the successful completion of the work/services, in case no payment milestones are given, satisfactory inspection and acceptance by PSW, and issuance of the Service Receipt Note (SRN). The Contractor shall submit the invoice upon issuance of the SRN, and payment shall be processed within thirty (30) days, subject to verification of the invoice and supporting documents and compliance with the terms and conditions of the Contract.

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](mailto: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) Bidders are required to mention the RFP number (**PSW/PROC/26-27/ADMN-605(P84238)**) in the subject line of the emails for all correspondence related to the subject tender. 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.

- 3) For this tender Bid Security is not required, instead a Bid Securing Declaration, on bidder letterhead, as per format provided at **Section "Additional Forms & Documents"**, shall be submitted to the Procurement Department of PSW via email at [procurement@psw.gov.pk](mailto:procurement@psw.gov.pk) before the bid opening deadline. Any bid whose Bid Securing Declaration has not been submitted to the procurement department of PSW before the bid opening deadline shall not be considered and shall be rejected.
- 4) 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.
- 5) The Successful Bidder shall be required to submit a Performance Guarantee as per the amount and format mentioned in the Conditions of Contract issued by a scheduled bank in Pakistan, format whereof is provided at **Section "Contract Forms"**. The Performance Guarantee shall be released, if the same is not claimed, forfeited or disputed, on expiration of the contract term and successful completion of all contractual formalities by the successful bidder.
- 6) 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.
- 7) 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.
- 8) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 9) The bids will be rejected if any shortcoming occurs in the following:
  - a. Signed "Form of Bid" with official stamp affixed on it is not submitted;
  - b. Bid Securing Declaration, as per required form and format, is not submitted to PSW procurement department before the deadline of opening of bids;
  - c. Bids submitted without tax (income and sales tax) registration certificates and bidder not appearing as active and operative on Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR);
  - d. Form of Bid & Bid Securing Declaration is un-signed and/or the bid is partial or conditional;

- e. Bidder has been found blacklisted or having actual or potential conflict of interest either with PSW or scope of this RFP;
  - f. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified;
  - g. Bidder engages in corrupt or fraudulent practices during the process;
  - h. In case of Single Stage – Two Envelop bidding process, contents of the financial bid are disclosed before opening of the financial bids; and
  - i. PSW has had documented adverse experience with the bidder or the quoted items/brand/products/services etc. in the last five years.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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.

16) 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.

17) 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.

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

## SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

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

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

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

2. Sub-clause 1.1.20 is added in Clause 1 “**Definitions**” of General Conditions of Contract as follows:

“Works” means civil, construction or other works, including ancillary services, as defined in the Bid Data Sheet, Related Services, Work Specifications, Scope of Work, Annexures and Additional Forms and Documents sections of the tender documents. For this contract, the terms “Services” and “Works” are used interchangeably.

3. Clause 7 “**Effectiveness of Contract**” sub-clause Clause 7.1 of General Conditions of Contract is amended as follows:

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

4. Clause 10 “**Starting Date/Expiration Date**” of General Conditions of Contract is amended as follows:

10.1 The Contractor shall start carrying out the Works 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.

5. 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.

6. 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.

7. Clause 12 “**Modification**” sub-clause 12.1 of General Conditions of Contract is amended as follows:

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 request or proposal for modification(s) or variation(s) made by the other Party.

8. Clause 13 “**Force Majeure**” sub-clauses 13.1 and 13.3 of General Conditions of Contract are amended as follows:

**13.1 Definition.**

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.

13.3 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.

9. 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.

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

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

- a. Engages in fraud, willful misconduct or actions that could jeopardize data security, confidentiality, business continuity;
- b. The Contractor consistently fails to meet Work standards, specifications and quality parameters, agreed-upon system uptime, response times, or agreed service level or support obligations;
- c. Undertakes unauthorized disclosure or use of confidential data, even in the absence of proven damage;
- d. Fails to undertake defect liability or warranty obligations, deliver necessary system updates, legal compliance changes (e.g., updates required by applicable laws), or promised feature upgrades within the agreed timelines; and
- e. Is found to be negligent or fails to follow industry-standard safeguards which causes a health and safety hazard, 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 and Works 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 shall immediately cease all Services (unless otherwise agreed);
- b. assist in transitioning to a new contractor;
- c. the Contractor shall be responsible for undertaking of Works and Services till the time of alternate arrangements;
- d. provide the Procuring Agency with all data and documentation in an agreed format;
- e. certify the deletion of all the Procuring Agency's data from their systems and backups (if required); and
- f. the Procuring Agency will be entitled to a copy of the deliverables to the extent completed by the Contractor up to the date of termination in the form in which the same exists at that time and the payments are settled in favor of the Contractor by the Procuring Agency, as mutually agreed by the Parties.

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

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

- a. Confidentiality: All obligations related to the confidentiality and protection of data, including personally identifiable information (PII), shall remain in effect indefinitely or for the duration specified in the confidentiality clause or the Non-Disclosure Agreement (NDA) signed between the Parties.
- b. Data Protection & Security: The Contractor's responsibilities related to data protection, secure handling of records, compliance with applicable data privacy laws (e.g., international standards, local regulations etc.), and final data destruction shall continue until all of the Procuring Agency's data is securely returned or deleted and confirmed with written certification.
- c. Intellectual Property Rights: Ownership rights related to documents, designs, creative work, schematics, prototypes, data, system configurations, workflows etc.

provided by the Procuring Agency or developed by the Contractor on behalf of the Procuring Agency shall remain with the Procuring Agency and be unaffected by the termination, unless agreed otherwise in writing by the Parties.

- d. **Audit Rights:** The Procuring Agency shall retain the right to audit the Contractor's systems, records, books, data handling, security practices etc. during and post-termination, related to provision of Services and specifically to validate compliance with data destruction and exit obligations. The Contractor shall facilitate the Procuring Agency in any such audits.
- e. **Indemnity & Limitation of Liability:** Any indemnity obligations incurred during the contract period shall remain enforceable after termination, particularly in cases involving data breaches, loss of data, or violation of confidentiality.
- f. **Governing Law & Dispute Resolution:** Any disputes arising from post-termination obligations or breaches of surviving clauses shall be subject to the governing law and dispute resolution procedures outlined in this Contract.

11. Following clause is added in Section C "**Obligations of the Contractor**" Clause 15 "**General**" of General Conditions of Contract:

15.1.3 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.

12. 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 Works and Services which are deficient, due to reasons attributable to the Contractor, in any manner.

15.4 The Contractor agrees and undertakes that it shall upon completion of Work and/or 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.

13. Clause 16 "**Conflict of Interests**" sub-clause 16.2 of General Conditions of Contract is amended as follows:

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractors and any of its affiliates, shall be disqualified from providing consultancy services (other than the Services and any

continuation thereof) for any project resulting from or closely related to the Works and Services.

14. Following clauses are added in Clause 16 **“Conflict of Interests”** of General Conditions of Contract:

16.4 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.

15. Following clause is added in Clause 18 **“Contractor’s Actions Requiring Procuring Agency’s Prior Approval”** of General Conditions of Contract:

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

18.1.5 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.

16. 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.

17. Clause 20 **“Liquidated Damages”** sub-clause 20.1 of General Conditions of Contract is amended as follows:

- 20.1 If the Contractor fails to provide Works or Services the Contractor shall pay to the Procuring Agency as Liquidated Damages at a rate of 0.5% of the contract amount per day of delay up to 10% of the Contract value. This condition may be waived off by the Procuring Agency on its discretion or in case of Force Majeure which shall be proved by the Contractor and supported by documentary evidence. Moreover, if Contractor fails to complete the Works or Services within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10% of Contract Value; the Procuring Agency, without prejudice to any other right of action / remedy

it may have, reserves the right to terminate the Contract and forfeit performance guarantee of the Contractor.

18. Clause 21 "**Performance Guarantee**" sub-clause 21 .1 of General Conditions of Contract is amended as follows:

Within the period specified in the Letter of Acceptance, the successful Bidder shall furnish a Performance Guarantee, in the form of a **Bank Guarantee or Pay Order**, issued by a scheduled bank in Pakistan in favour of the Procuring Agency, equivalent to ten percent (10%) of the Contract Price. 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. After completion of Works, an amount equivalent to five percent (5%) of the contract price shall be withheld from the invoice(s) of the Contractor on account of a performance guarantee covering the Defect Liability and Warranty Period. Such amount shall be released upon satisfactory completion of the Defect Liability and Warranty Period, provided that no claim, forfeiture, deduction, or dispute is pending against the Contractor.

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

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

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

20. Clause 25 "**Changes in the Applicable Law**" sub-clause 25 .1 of General Conditions of Contract is amended as follows:

If, after the date of the bid submission or during the course of the 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**.

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

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

taxes & levies.

27.3 The 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 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 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.

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.

22. Following Clause 28 “**Terms and Conditions of Payment**” of Special Conditions of Contract 28.1 & 28.2 is amended as follows:

28.1 Payments shall be made to the Contractor in accordance with the payment schedule stated in the SCC and against completed Works and Services accepted by the Procuring Agency. No advance payment shall be made under the Contract. Partial payments may be made for completed Works or Services, subject to acceptance by Procuring Agency and submission of the relevant invoice by the Contractor.

28.2 Payments shall be processed upon fulfillment of the conditions specified in the SCC and receipt of the Contractor's invoice specifying the amount due.

23. Clause 29 “**Quality Control Identifying Defects**” of Special Conditions of Contract is amended as follows:

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 shall be 12 (twelve) months from completion of the Works and Services.

24. Clause 31 "**Settlement of Disputes Amicable Settlement**" 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 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.

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

**33. Scope of Services**

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

**34. Intellectual Property Rights and Licenses**

All Intellectual Property Rights in the Works and Services to be provided to the Procuring Agency shall be transferred irrevocably and exclusively by the Contractor to the Procuring Agency or its nominees, unless agreed otherwise in writing by both Parties. For any licenses being utilized for the Works or Services, the Contractor shall upgrade the licenses from time to time and will grant the 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 property, loss of life, bodily injury 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 works, tools, equipment, machinery, 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 Works and Services or are required for proper performance or provision of the Works and Services shall be deemed to be included as part of the Works and 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 Works and 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 shall timely and diligently participate in all meetings required by the Procuring Agency;
- k. It and its subcontractors, agents, suppliers and employees shall observe the highest standard of ethics during the term of the Contract;
- l. It shall not directly or indirectly engage any equipment, machinery, consultants, experts, sub-contractors or any personnel from India and/or Israel and acquire any goods or services there from.
- m. 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.

**Annexure: Form of Bid**

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

Reference your RFP document No. PSW/PROC/26-27/ADMN-605(P84238) for Provision of AC Ducting Works for Existing HVAC System at PSW Karachi Office (BC-1).

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

- / firm or product / brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid, execution of our Bid Securing Declaration, and disqualification.
  10. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of PSW.
  11. We acknowledge that PSW reserves the right to blacklist any bidder and to execute their Bid Securing Declaration who breaches any terms and conditions of this RFP document.

[Bidder's Official Stamp]

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

Signatures: \_\_\_\_\_

Name and Title/designation of Authorizer: \_\_\_\_\_

Registered business name and address of bidder : \_\_\_\_\_

Cell No. of Authorizer: \_\_\_\_\_

e-mail address of Authorizer: \_\_\_\_\_

Mailing address of Authorizer: \_\_\_\_\_

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

Signatures : \_\_\_\_\_

Name and Title/designation of Authorizee: \_\_\_\_\_

Cell No. of Authorizee : \_\_\_\_\_

e-mail address of Authorizee : \_\_\_\_\_

Mailing address of Authorizee: \_\_\_\_\_

Date of signing: \_\_\_\_\_

### Annexure: Declaration of Ultimate Beneficial Owners Information

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

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

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

| 1    | 2                                                                                                                                                     | 3                                      | 4                             | 5                | 6       | 7             | 8                                                                                                                                        | 9                                                                                                                                       | 10                                                                                                                           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------|------------------|---------|---------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Name | Legal form<br>(Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body | Date of incorporation/<br>registration | Name of registering authority | Business Address | Country | Email address | Percent<br>age<br>of<br>sharehold<br>ing,<br>control or<br>interest<br>of<br>BO in<br>the legal<br>person<br>or legal<br>arrangem<br>ent | Percentag<br>e of<br>sharehold<br>ing,<br>control or<br>interest<br>of legal<br>person or<br>legal<br>arrangem<br>ent in the<br>Company | Identity<br>of<br>Natural<br>Person<br>who<br>ultimately<br>owns or<br>controls<br>the legal<br>person or<br>arrangeme<br>nt |
|      |                                                                                                                                                       |                                        |                               |                  |         |               |                                                                                                                                          |                                                                                                                                         |                                                                                                                              |
|      |                                                                                                                                                       |                                        |                               |                  |         |               |                                                                                                                                          |                                                                                                                                         |                                                                                                                              |

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)

## Annexure: Price Schedule

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

| Sr No                                            | Description                                                                             | Unit   | Qty | Unit Price<br>PKR<br>(Inclusive of<br>All Taxes) | Total Amount<br>PKR<br>(Inclusive of<br>All Taxes) |
|--------------------------------------------------|-----------------------------------------------------------------------------------------|--------|-----|--------------------------------------------------|----------------------------------------------------|
| 1                                                | GI Ducting 22 Guage supply and installation including support material and duct sealant | Sq. Ft | 700 |                                                  |                                                    |
| 2                                                | Volume Control Damper 14 x 6                                                            | Each   | 9   |                                                  |                                                    |
| 3                                                | Air Devices - Grill 12 x 12                                                             | Each   | 11  |                                                  |                                                    |
| 4                                                | Supply & Installation of 25mm XLPE Insulation with Alupet Foil                          | Sq. Ft | 700 |                                                  |                                                    |
| 5                                                | Dismantling & Reinstallation of Gypsum Ceiling                                          | Sq. Ft | 900 |                                                  |                                                    |
| 6                                                | Dismantling of GI Ducting                                                               | Sq. Ft | 250 |                                                  |                                                    |
| 7                                                | Any other items/services deemed necessary to complete the scope of work                 | Job    | 1   |                                                  |                                                    |
| Total Amount (Inclusive of All Taxes) in Numbers |                                                                                         |        |     |                                                  |                                                    |

Total tax inclusive price in words: PKR \_\_\_\_\_

**NOTE:**

1. The prices should be including all taxes.
2. Bidders are required to quote the prices in PKR.
3. Any arithmetic errors in the financial proposal shall be corrected as follows:
  - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern unless in the opinion of PSW there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern, and the unit rate will be corrected.
4. The amounts corrected as mentioned above shall be communicated to the bidder and shall be considered binding upon the bidder. If the bidder does not accept the corrected Price, his bid will be rejected and bid bond forfeited.
5. Order will be placed with the bidder fulfilling the requirements of the RFP, meeting the evaluation criteria and offering the lowest rates.

6. Bidders to provide details of make/model, specifications, warranty, delivery time etc. and shall provide copies of data sheets with their bids.
7. Bidders are required to quote their rates as per the above format and built in all the requirements which are mandatory for successful completion of the project. Any requirement, material, part etc. not quoted but is deemed necessary for successful completion of project shall be deemed to be inclusive in the price and bidder shall be required to complete the project within the quoted amount.
8. PSW reserves the right to change the quantities at its discretion. Quantities provided are tentative. Payment shall be made based on actual measurements executed at site, while quoted unit rates shall remain fixed throughout the Contract.
9. Bidders are required to quote for all items, partial bids shall be rejected.

Signatures of Authorized Representative: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Registered Business Name & Address of Bidder: \_\_\_\_\_

[Official Stamp of the Bidder]

