Standard Bidding Document

Procurement of Branded Crockery Items for NAFSA Office, Islamabad
(PSW/PROC/25-26/ADMN-615/NAFSA)
(Goods)

National

Single Stage-One Envelope

September 02, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Pakistan Single Window (PSW)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Single Window (PSW)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of Branded Crockery Items for NAFSA Office, Islamabad (PSW/PROC/25-26/ADMN-615/NAFSA)**" with the reference of **"P85780"**

2. The **Pakistan Single Window (PSW)** invites sealed Bids from eligible Bidders for procurement of goods 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 amounting 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/85780** 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 **Thursday, September 17, 2026 03:00 PM**. E-bids will be opened using **EPADS v2.0** on the same day at **Thursday, September 17, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet

registered on the new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rule 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).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

3. 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, consortium, or association. In the case of a joint venture, consortium, or association, 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, consortium, or association 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, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 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 or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

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

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 to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

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

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

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 Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

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

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. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

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

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, 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 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0.**

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9.**

8.5 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 document.

8.6 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 v2.0**. 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 exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

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

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise 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 otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute thedocuments required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

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

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of itsBid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bids

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

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 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)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 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 Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency 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:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

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

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **<u>shall generate minutes through EPADS v2.0 containing brief details of bid opening process.</u>** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

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

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 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.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 <u>before</u> **<u>three days prior to the deadline for submission of bids.</u>** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 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: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.

27. Correction of Errors

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

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

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

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

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

27.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)
Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

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

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an 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.

32.7 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 Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

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

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35 of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

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

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

Bid Data Sheet

Bids Data Sheet (BDS)

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

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

A. Introduction

BDS Clause Number 1
ITB Number 1.1

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

The subject of procurement is: **Procurement of Branded Crockery Items for NAFSA Office, Islamabad (PSW/PROC/25-26/ADMN-615/NAFSA)**

Expected commencement date: **Saturday, October 31, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P85780**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Thursday, September 10, 2026

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

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

BDS Clause Number 11
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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

Ground Floor, NESPAK Building, Sector G-5/2, Islamabad before bid submission deadline.

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

The deadline for Bids submission is: **Thursday, September 17, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *:* ***Thursday***

Date: ***Thursday, September 17, 2026***

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

BDS Clause Number 14
ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship Partnership Firm Company (Private Limited)	FBR (NTN)

Eligibility Criteria	Document
The Bidder must possess valid NTN & Sales tax registration. Copies of NTN and Sales Tax registration certificates to be provided. The bidders must appear as “Active” and “Operative” on the “Taxpayer Profile” at FBR’s website at the time of submission/evaluation of bids.	Yes
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
Complete Company Profile	Yes
The Bidder must possess minimum three (03) years working experience in the same field. The bidder shall provide documentary evidence of past experience for supplies of similar nature, supported by verifiable purchase orders, contracts, completion certificates, or other relevant documents.	Yes
The Bidder must have established office in Islamabad / Rawalpindi. Details to be provided on letterhead.	Yes

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 and is not blacklisted by any Federal or Provincial Government Department, authority, or public sector entity anywhere in Pakistan.	Yes
Signed Form of Bid with official stamp affixed on it as per the format given in additional Forms and Documents of the Bidding Documents.	Yes
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
Submission of crockery sample(s) for quality and specification verification, along with a duly signed and stamped undertaking confirming full compliance with all requirements of the RFP. Non-compliance may lead to disqualification	Yes

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Sample Quantity	Warranty
Procurement of Branded Crockery Items	Domestic dinner set	**Address:** NAFA Office, Ground Floor, Telecom Foundation (TF) Complex, Mauve Area, Sector G-9/4, Islamabad **Schedule:** Production sample to be submitted within 02 weeks of contract award. Full delivery to be completed within 04 weeks after approval of the production sample. The timeline is indicative and subject to mutual agreement at the time of contract execution. **Quantity:** 1/Qty	1/Qty	0 PKR	1	6 Months

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Procurement of Branded Crockery Items

UNSPSC: Domestic dinner set

Specifications / Requirementsss:

Sr No	Description	Unit	Qty
1	DINNER PLATE WITH LOGO - Dinner Plates with printed NAFSA Logo (color printing) Size: 26cm Material: Porcelain or Bone China Color: White	EA	200
2	CURRY PLATE WITH LOGO - Curry Plate / Soup Plate with printed NAFSA Logo (color printing) Size: 24 cm or equivalent, Material: Porcelain or Bone China Color: White	EA	200
3	QUARTER PLATE WITH LOGO - Desert/Quarter Plates with printed NAFSA Logo (color printing) , Size: 21cm Material: Porcelain or Bone China Color: White	EA	200
4	TEA CUP & SAUCER WITH LOGO - Tea Cup & Saucer with printed NAFSA Logo (color printing) , Size: Standard (C: Diameter: 9 cm /3.5in, Cap: 0.2 liters, S: Diamter: 10 cm/ 3.9in) or equivalent, Material: Porcelain or Bone China Color: White	EA	200
5	TEA / COFFEE MUG WITH LOGO - Tea Mug with printed NAFSA Logo (color printing) , As per sample Material: Ceramic Color: White	EA	150

Sr No	Description	Unit	Qty
6	TEA / COFFEE MUG WITH LOGO - Tea Mug with printed NAFSA Logo (color printing), As per sample (Size: Diameter: 7.8 cm /3.1 in, CAP: 0.25 liters) or equivalent, Material: Ceramic Color: White	EA	200
7	TEA SPOON - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 130–150 mm. Mirror polish finish. Rust-resistant and durable. Smooth edges. Heavy-duty construction with minimum 1.8 mm thickness. Silver color.	EA	200
8	TABLE FORK - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 185–205 mm. Four-tine design. Mirror polish finish. Rust-resistant, corrosion-resistant, dishwasher safe. Heavy gauge (minimum 2.0 mm thickness). Ergonomic handle with smooth finish. Silver color	EA	200
9	RICE TRAY / SERVING PLATTER WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA LOGO. Color: Plain White. Shape: Oval or rectangular with slightly raised edges. Size: 12–14 inches (30–36 cm). Chip-resistant, scratch-resistant, microwave safe, dishwasher safe, non-porous glazed finish, suitable for executive serving and daily office use.	EA	40
10	SMALL BOWL WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA logo. Color: Plain White. Capacity: 180–250 ml. Diameter: 4–5 inches (10–13 cm). Glazed finish, chip-resistant, microwave safe, dishwasher safe, suitable for serving desserts, soup accompaniments, yogurt, or condiments.	EA	20
11	LARGE BOWL WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA logo. Color: Plain White. Capacity: 700–1,000 ml. Diameter: 8–10 inches (20–25 cm). Deep bowl with smooth rounded edges, glazed finish, chip resistant, microwave safe, dishwasher safe, suitable for serving rice, salads, vegetables, or shared dishes.	EA	20

Price Schedule

For Individual Items

#	Item 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

a. “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;

b. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

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

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

e. “Ancillary Services” means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;

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

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

h. **“**Day” means calendar day unless indicated otherwise.

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

j. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

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

l. “Government” means the Government of Pakistan;

m. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

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

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

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

q. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

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

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder 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.

5. Notices

5.1 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**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of Services

9.1 The Bidder 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.

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.**

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 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.

14.2 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.

14.3 Extension of Time

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.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

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

b. If the Bidder becomes (or, if the Bidder 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;

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

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

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

15.2 By the Bidder

The Bidder 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.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

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

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

d. 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 Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

a. 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;

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.2 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.

23.3 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.

23.4 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.**

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

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

35. Correction of Defects,and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

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: Procurement of Branded Crockery Items for NAFSA Office, Islamabad (PSW/PROC/25-26/ADMN-615/NAFSA)

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

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 7.1

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 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 17

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 22

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 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order**

Number of GC Clause 32

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 33

Currency of Payment:

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

Number of GC Clause 34

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

Bidder shall get the production samples approved from Admin Department before going into production

NAFSA Branding: NAFSA logo will be printed on each item, following NAFSA's branding guidelines and as per instructions from the Admin department.

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

The Vendor shall ensure that the delivered items meet the minimum requirements approved by NAFSA. All non-conformities to be removed/rectified, free of cost, within fifteen days of notification of the same which shall not be after fifteen days of completion of delivery.

Vendor to submit production samples within two (02) weeks after the issuance of Contract.

Delivery & Documents

In case of phased/partial deliveries required by PSW / NAFSA, partial payments shall be made as per deliveries made.

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 37

Following is the guidance for Dispute Resolution

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

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

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

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

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

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P85780***

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., **Procurement of Branded Crockery Items for NAFSA Office, Islamabad (PSW/PROC/25-26/ADMN-615/NAFSA) (*P85780*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

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

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

___

[name of bank or financial institution]

___

[address]

[date}

Annexure

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 67)

SPECIAL STIPULATIONS

INSTRUCTION TO BIDDERS,CONDITIONS OF CONTRACT,Technical Specifications,Form of Bid,Declaration of Ultimate Beneficial Owners Information

Information (Read-Only)

See Form Under Additional Forms and Documents: **SPECIAL STIPULATIONS** (page number: 70)

Procurement Forms

Additional Forms and Documents

Annexure: Price Schedule

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

Sr No	Description	Unit	Qty	Unit Price PKR (Inclusive of All Taxes)	Total Amount PKR (Inclusive of All Taxes)
1	DINNER PLATE WITH LOGO - Dinner Plates with printed NAFSA Logo (color printing) Size: 26cm Material: Porcelain or Bone China Color: White	EA	200		
2	CURRY PLATE WITH LOGO - Curry Plate / Soup Plate with printed NAFSA Logo (color printing) Size: 24 cm or equivalent, Material: Porcelain or Bone China Color: White	EA	200		
3	QUARTER PLATE WITH LOGO - Desert/Quarter Plates with printed NAFSA Logo (color printing) , Size: 21cm Material: Porcelain or Bone China Color: White	EA	200		
4	TEA CUP & SAUCER WITH LOGO - Tea Cup & Saucer with printed NAFSA Logo (color printing) , Size: Standard (C: Diameter: 9 cm /3.5in, Cap: 0.2 liters, S: Diamter: 10 cm/ 3.9in) or equivalent, Material: Porcelain or Bone China Color: White	EA	200		
5	TEA / COFFEE MUG WITH LOGO - Tea Mug with printed NAFSA Logo (color printing), As per sample (Size: Diameter: 7.8 cm /3.1 in, CAP: 0.25 liters) or equivalent, Material: Ceramic Color: White	EA	150		
6	TABLE SPOON - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 190–210 mm. Mirror polish finish. Rust-resistant, corrosion-resistant, dishwasher safe. Smooth rounded edges with ergonomic handle. Heavy gauge (minimum 2.0 mm thickness). Silver color. Suitable for daily commercial use	EA	200		
7	TEA SPOON - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 130–150 mm. Mirror polish finish. Rust-resistant and durable. Smooth edges. Heavy-duty construction with minimum 1.8 mm thickness. Silver color.	EA	200		

8	TABLE FORK - Material: Food-grade Stainless Steel (SS 304 preferred, SS 201 minimum). Length: 185–205 mm. Four-tine design. Mirror polish finish. Rust-resistant, corrosion-resistant, dishwasher safe. Heavy gauge (minimum 2.0 mm thickness). Ergonomic handle with smooth finish. Silver color	EA	200		
9	RICE TRAY / SERVING PLATTER WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA LOGO. Color: Plain White. Shape: Oval or rectangular with slightly raised edges. Size: 12–14 inches (30–36 cm). Chip-resistant, scratch-resistant, microwave safe, dishwasher safe, non-porous glazed finish, suitable for executive serving and daily office use.	EA	40		
10	SMALL BOWL WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA logo. Color: Plain White. Capacity: 180–250 ml. Diameter: 4–5 inches (10–13 cm). Glazed finish, chip-resistant, microwave safe, dishwasher safe, suitable for serving desserts, soup accompaniments, yogurt, or condiments.	EA	20		
11	LARGE BOWL WITH LOGO - Material: Premium quality vitrified porcelain or fine bone china with NAFSA logo. Color: Plain White. Capacity: 700–1,000 ml. Diameter: 8–10 inches (20–25 cm). Deep bowl with smooth rounded edges, glazed finish, chip resistant, microwave safe, dishwasher safe, suitable for serving rice, salads, vegetables, or shared dishes.	EA	20		
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.
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]

SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS

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

Section I: Procurement Notice

Following are added in the procurement notice:

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

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

3. Prospective bidders may request clarification on any aspect of the bidding documents by **10th September 2026**. Prospective Bidders may send their queries via email at procurement@psw.gov.pk. Bidders are required to mention the RFP number (***PSW/PROC/25-26/ADMN-615/NAFSA (P85780)***) in the subject line of the emails for all correspondence related to the subject tender. Pakistan Single Window (PSW) will not be liable for any missed correspondence/email, including Bid Securing Declaration sent via email, where the RFP number is not mentioned in the subject line of the email.

4. Bids will be opened electronically on EPADS on the **same day at 1530 Hrs**. and details thereof shall be automatically visible to the participating bidders on their respective dashboard on EPADS therefore a bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of bid opening falls on a public holiday, next working day shall be considered as the deadline for the same whereas the time, as published in the tender notice, shall remain the same.

Section II: Instructions to Bidders

1. Clause 8 “Clarifications”, sub-clause 8.1 and 8.2 is amended as follows:

8.1 Clarifications of the bidding documents may be requested in writing through EPADS v2.0 or by sending email at Procurement@psw.gov.pk by any bidder till the deadline of sending queries i.e. **10th September 2026**.

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

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

2. Clause 23.2 and 23.5 “Opening of Bids” are amended as follows:

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

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

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

4. Clause 24.1 “Clarification of Bids” is amended as follows:

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

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

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

6. Following Clause is added after Clause 32.7:

32.8 **Unbalanced Financial Bids:**

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

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

a) Reject the un-balanced bid; or

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

Following Special Stipulations are added in the Instructions to Bidders:

1) Bidders who receive the RFP document shall send an acknowledgement to PSW by email at "procurement@psw.gov.pk". The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person(s). PSW assumes no liability for non-receipt of communication/clarifications by such bidders who do not share the required contact details.
2) For this tender Bid Security is not required, instead a Bid Securing Declaration, on bidder letterhead, as per format provided **Section "Additional Forms & Documents",** shall be submitted to the Procurement Department of PSW via email at procurement@psw.gov.pk before the bid opening deadline. Any bid whose Bid Securing Declaration has not been submitted to the procurement department of PSW before the bid opening deadline shall not be considered and shall be rejected.
3) The Bid Securing Declaration shall be executed in case of any of the following occurrence:
   a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
   b) Bidder refuses to rectify a discrepancy in submitted Bid Securing Declaration or Form of Bid;
   c) Bidder refusing to accept correction of any arithmetical errors of its financial bid;
   d) Successful bidder, failing to:
      i) furnish the required Performance guarantee(s); and
      ii) Sign the Contract.

4) The Successful Bidder shall be required to submit a Performance Guarantee as per the amount and format mentioned in the Conditions of Contract issued by a scheduled bank in Pakistan,

format whereof is provided at **Section "Contract Forms".** The Performance Guarantee shall be released, if the same is not claimed, forfeited or disputed, on expiration of the contract term and successful completion of all contractual formalities by the successful bidder.

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

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

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

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

9) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned in the RFP. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the responsibility of the bidders. Tender shall be awarded to the bidder who conforms to the mandatory requirements of the RFP and is the most advantageous bidder as per the evaluation criteria mentioned in this RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

14) During examination and evaluation of the bids, PSW at its sole discretion may ask any bidder for clarifications of its bid. Request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission. Further, PSW may ask bidders for presentations, demos and/or samples of their offered goods, works or services/solutions, which bidders shall arrange the same at their own cost, and PSW may also contact/visit clients (existing or past), verify past experience/projects and visit the premises and facilities of the bidders, with or without prior notice.

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

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

17) PSW does not accept:

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

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

18) The bidders agree that:

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

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

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

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

SPECIAL STIPULATIONS FOR CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

   This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. This Contract along with annexures contains the complete agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.

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

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

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

   Force Majeure shall not include:

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

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

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstance or event of Force Majeure and shall furnish such relevant information as is available relating to such event. Only those obligations of a Party that are affected by the events of Force Majeure shall be suspended until the Force Majeure conditions subside and during that period the Party shall continue to perform all other obligations that are not affected. Both Parties will work together to minimize the effects of Force Majeure as much as possible.

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

    During the period in which the Bidder is unable to perform its Obligations as a result of an event of Force Majeure, the Bidder shall be entitled to payment for the Obligations performed and for any portion of the Obligations not affected by the event of Force Majeure and continued to be performed by the Bidder. Subject to the Parties' prior mutual agreement, the Bidder may also be entitled to reimbursement of any additional costs reasonably and necessarily incurred during the period of Force Majeure to mitigate the adverse effects of the event(s), continuation of the affected Obligations where reasonably possible, and for reactivation of the Obligations following the cessation of the Force Majeure event.
12. Clause 15 "**Termination"** sub-clause 15.1(d) of General Conditions of Contract is amended as follows:
    If, as the result of Force Majeure, the Bidder is unable to perform a material portion of its Obligations for a period of not less than sixty (60) calendar days;

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

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

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

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

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

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

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

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

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

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

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

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

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

The Bidder shall deliver the Goods and perform its Obligations in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its personnel and sub-contractors, comply with the Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

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

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

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

38. Confidentiality

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

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

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

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

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

39. Indemnity

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

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

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

40. Representation and Warranties

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

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

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

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

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

41. Miscellaneous

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

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

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

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

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

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

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

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

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

Annexure: Technical Specifications

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

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

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

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

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

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

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

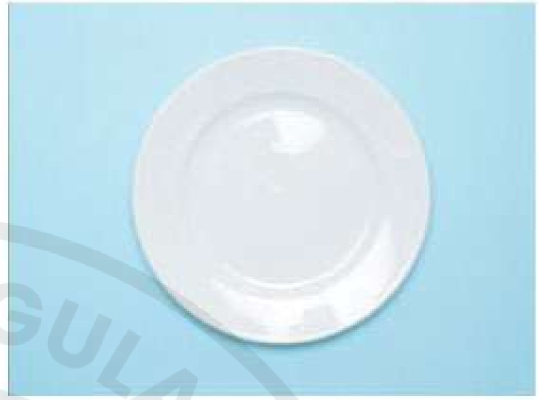
- **Compliance with Branding:** The vendor must adhere to the NAFSA Branding document, aligning colors with the approved format.

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

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

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

Sample Picture:

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

TEACUP + SAUCER (s)

ref_801
C: DIAMETER: 9 cm / 3.5 in
CAP: 0.2 litres
S: DIAMETER: 10 cm / 3.9 in

Annexure: Form of Bid

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

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

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

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

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

[Bidder's Official Stamp]

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

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

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

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

Date of signing: ____

Annexure: Declaration of Ultimate Beneficial Owners Information

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

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

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

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

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

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

Total number of shares taken (in figures and words)	

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

Name & signature

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