

Standard Bidding Document

Provision of Repair & Maintenance Services for Air Conditioning Units at
PSW Offices (Karachi).
(Non-Consultancy Services)

National

Single Stage-Two Envelope



October 09, 2026

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Table of Contents

PROCUREMENT NOTICE	1
Instructions to Bidders	3
Bid Data Sheet	26
Bids Data Sheet (BDS)	27
Eligibility Criteria	31
Evaluation Criteria	34
Required Services	37
Related Services :	38
Services Specifications	39
Scope of Work	44
Brief Description	44
Price Schedule	45
General Conditions of Contract	47
Special Conditions of Contract	57
Bid Securing Declaration	62
Contract Form	64
Integrity Pact	67
Performance Guarantee Form	69
Annexure	72
Special Stipulations for Instruction to Bidder	73
Special Stipulations for Condition of Contract	73

Annexure Scope of Services	73
Annexure Form of Bid	73
Annexure Price Schedule	73
Procurement Forms	74
Additional Forms and Documents	77

PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

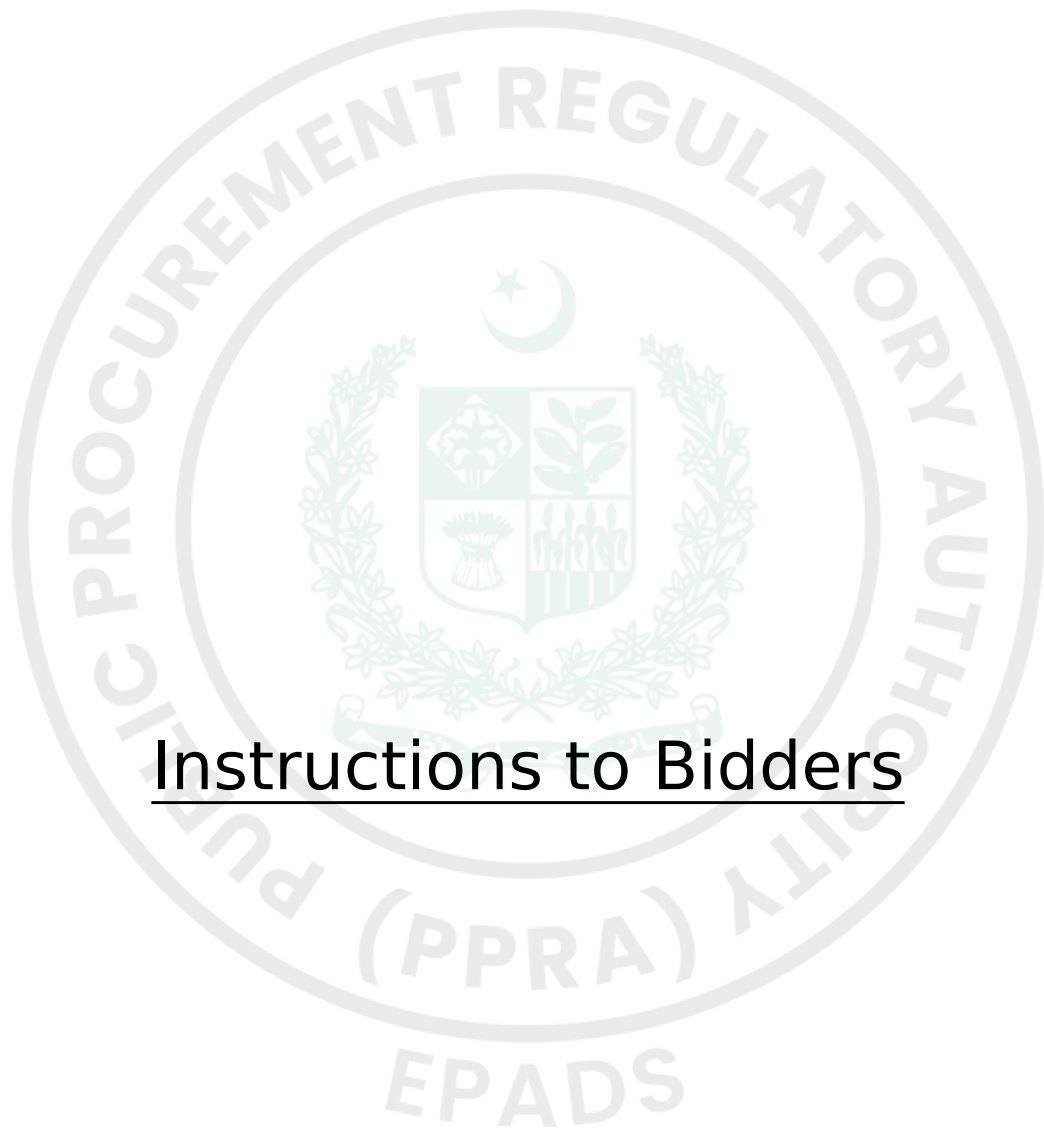
1. The **Pakistan Single Window (PSW)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Single Window (PSW)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“Provision of Repair & Maintenance Services for Air Conditioning Units at PSW Offices (Karachi).”** with the reference of **"P87238"**
2. The **Pakistan Single Window (PSW)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/87238>**.
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 **Tuesday, October 27, 2026 11:00 AM**. E-bids will be opened on the same day at **Tuesday, October 27, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **<https://vendors.epads.gov.pk/>**. A tutorial to explain the registration process is available at

<https://www.youtube.com/watch?v=MNW6T38v7tc>

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

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Instructions to Bidders

A. Introduction

1. Scope of Bids

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

2. Source of Funds

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

3. Fraud & Corruption

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

4. Eligible Bidders

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

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

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

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

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

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

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

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

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

4.1.8.1. its professional conduct; or

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

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

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

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

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

5. Qualification of the Bidder

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

B. Bidding Documents

6. Contents of Standard Bidding Document

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

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section V Fraud & Corruption

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

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

7. Clarifications

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

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

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

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

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

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

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

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

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

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

No change in the prices or substance of the bid shall be sought, offered, or

permitted.

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

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

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

8. Amendment of Bidding documents

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

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

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

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

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

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

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

9.1.6. Any other document required in the BDS.

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

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

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

11. Documents Establishing Eligibility and Qualification of the Bidder

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

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

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

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

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

12. Form of Bid

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

13. Bids Prices

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

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

to be included in the prices of other items.

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

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

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

14. Price Adjustment

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

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

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

15. Bids Currencies

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

16. Bid Validity Period

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

17. Bid Security or Bid Securing Declaration

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

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

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

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

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

17.5.2. in the case of a successful bidder fails:

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

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

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

18. Alternative Bids by Bidders

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

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

19. Withdrawal, Substitution, and Modification of Bids

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

20. Format and Signing of Bids

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell

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

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

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

24. Third Party Validation

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

25. External Bid Evaluation Committee

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

26. Opening of Bids

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

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

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

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

27. Confidentiality

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

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

28. Preliminary Examination of Bids

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

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

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

28.1.3. is accompanied by the required securities; and

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

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

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

29. Examination of Terms and Conditions, Technical Evaluation

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

been met without material deviation or reservation.

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

30. **Correction of Errors**

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

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

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

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

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

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

31. **Conversion to Single Currency**

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

32. Evaluation of Bids

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

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

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

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

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

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

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

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

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

33. Determination of Most Advantageous Bids

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

34. Abnormally Low Financial Bids

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

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

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

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

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

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

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

35. Rejection of Bids

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

36. Cancellation of procurement

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

37. Single Responsive Bid

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

38. Alternate Dispute Resolution (ADR)

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

39. Arbitration Clause

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

40. Fee of the Arbitrator

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

41. Socio-economic development

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

42. Environmental objectives

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

F. Award of Contract

43. Appointment of Contract Manager

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

44. Criteria of Award

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

45. Procuring Agency's Right to reject All Bids

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

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

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

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

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

47. Notification of Award

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

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

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

48. Signing of Contract

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

49. Performance Guarantee

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

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

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

50. Advance Payment

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

51. Arbitration

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

52. Corrupt & Fraudulent Practices

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

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

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

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

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

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

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

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

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

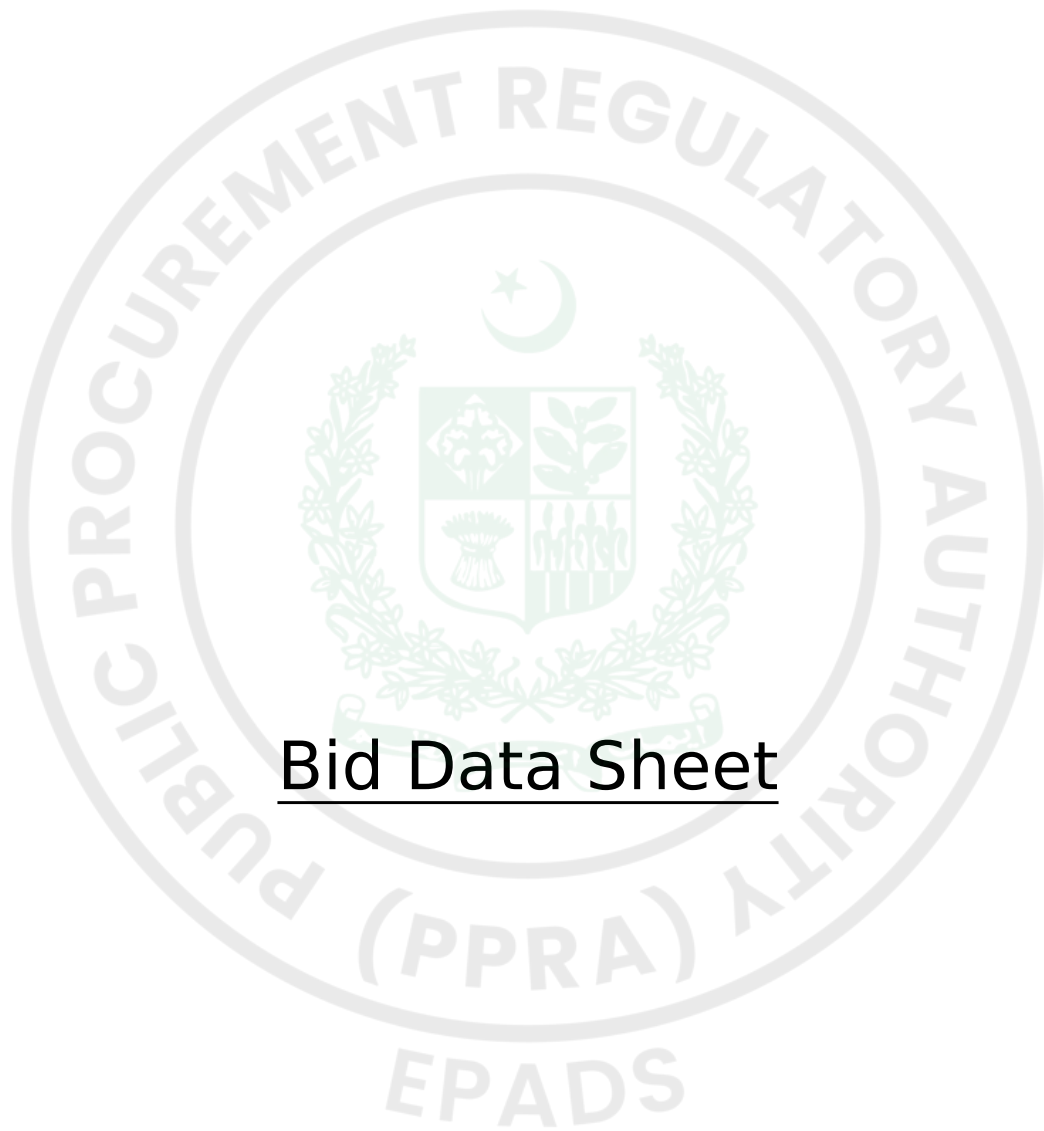
53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision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

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

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





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

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

The subject of procurement is: **Provision of Repair & Maintenance Services for Air Conditioning Units at PSW Offices (Karachi).**

Expected commencement date: **Thursday, December 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: **P87238**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, October 24, 2026

Pre-Bid Meeting: Thursday, October 15, 2026 11:00 AM

Venue: Online

Meeting

Link:

<https://teams.microsoft.com/meet/429773221827945?p=tLqD8D92hC5OhVqFnO>

BDS Clause Number 5

ITB Number 8.1

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

BDS Clause Number 6

ITB Number 9.1

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

BDS Clause Number 7

ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

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

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

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

BDS Clause Number 13

ITB Number 16.1

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

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

Instrument of Bid Security Shall be in the Name of : **Pakistan Single Window (PSW)**

The Bid Security shall be in the form of: **Pay Order**

BDS Clause Number 15

ITB Number 17.3

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

BDS Clause Number 16

ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

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

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

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

The deadline for Bids submission is: **Tuesday, October 27, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

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

Day : **Tuesday**

Date: **Tuesday, October 27, 2026**

Time : **11:30 AM**

BDS Clause Number 19

ITB Number 32.1

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

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

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

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

BDS Clause Number 21

ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

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

Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	FBR (NTN)
Partnership Firm	
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
1. Complete Company Profile.	Yes
2. Bidder must be a registered business. Bidders to provide business registration documents (SECP incorporation certificate or certificate from registrar of firms or FBR business registration certificate, etc., as the case may be)	Yes

3. The bidder must be Sales Tax registered and appearing as “Active” and “Operative” on the “Taxpayer Profile” at FBR’s website at the time of submission/evaluation of bids. Bidder to provide NTN & Sales tax registration certificates.	Yes
4. Bidder must have delivered similar Services to at least five (05) clients in the last three (03) years. Documents/ Purchase order/ work orders or SLAs to be provided.	Yes
5. Office Location in Karachi. Bidder to share complete details on letterhead, including address, contact name, number and designation of the Point of Contact at Karachi office and details of facilities and technical personnel at Karachi.	Yes
6. Bidder must have a qualified technical team to carry out maintenance services for the mentioned AC units. Details of the team to be provided.	Yes
7. The Bidder must have average annual turnover of minimum PKR 5 million in last three (03) years. Applicants to provide: Audited financial statements or tax returns of last three years.	Yes
8. Escalation matrix with L1, L2, and L3 turnaround times and POCs details (names, emails, and contact numbers) to be provided.	Yes
9. Signed Form of Bid with official stamp affixed on it as per the format given in additional Forms and Documents of the bid document. The Form of Bid submitted with the Technical Proposal shall not contain any prices, financial information, or details of the Financial Proposal	Yes
10. Bid Securing Declaration form-9 must be submitted on bidder letterhead, in the required Annexure format	Yes
11. The bidder shall submit a signed and stamped declaration on company letterhead confirming no contract non-performance, default termination, or procurement-related litigation during the last five (05) years.	Yes
12. The Bidder must submit a duly signed Conflict of Interest Undertaking on its letterhead confirming that it has no actual, potential, or perceived conflict of interest with respect to this procurement or the related services. Confirmation to be provided on letterhead.	Yes

13. The contents of the financial proposal must not be disclosed in the technical bid. In case the contents of the financial proposal are revealed prior to the opening of the financial bids, the bidder shall be disqualified.	No
14. Any bidder with which PSW has an adverse or unsatisfactory documented experience in the past five (05) years shall be disqualified	No



Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

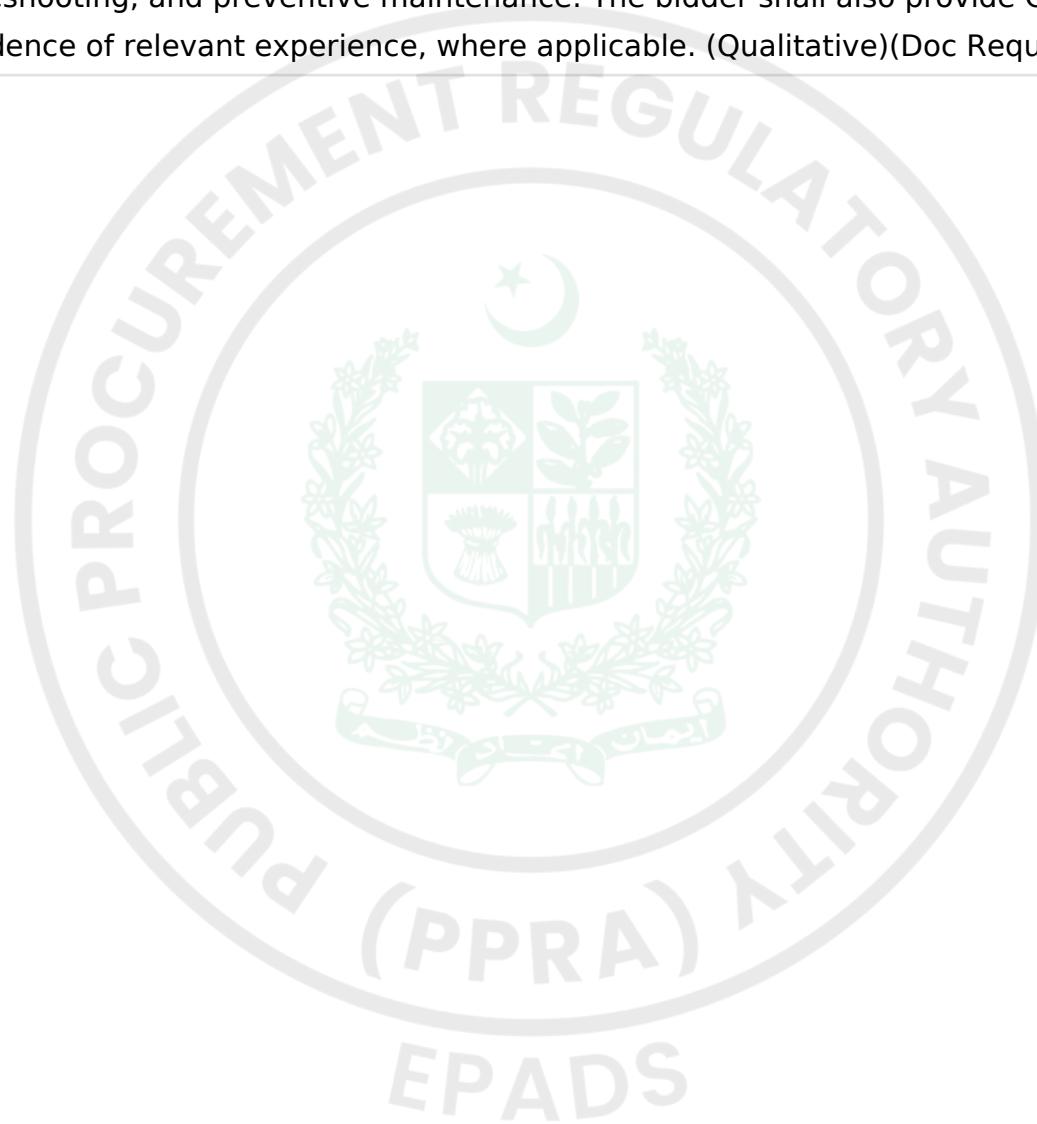
Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	60
1. Years in business of Repair & Maintenance Services for Air Conditioning Units	
Bidders to provide copies of earliest relevant contracts/work orders/purchase Orders etc. The total number of years of relevant experience shall be calculated from such provided earliest assignment. Claims without supporting documents shall not be considered. (Quantitative)(Doc Required)	20
above 10 years = 20 (20)	
from 7 to 10 years = 15 (15)	
from 5 to 7 years = 10 (10)	
2. Public (Government) Sector and Corporate (Private) Sector clients (MNCs, development sector, big corporations) to which bidder has provided similar services in last three (03) years:	

Documentary proof in shape of copies of contracts, work orders, completion certificates etc. be provided. No claim without said documentary proof shall be accepted (Quantitative)(Doc Required)	20
Above 8= 20 (20)	
From 6 to 8 = 15 (15)	
From 3 to 6 = 10 (10)	
3. Average annual turnover	
Average annual turnover in the last three (03) years. (Quantitative)(Doc Required)	20
Above 10 million = 20 (20)	
Between 08 million to 10 million = 15 (15)	
Between 05 million to 08 million = 10 (10)	
4. Service Execution & Preventive Maintenance Methodology:	
The bidder shall submit a concise methodology covering preventive and corrective maintenance of the AC units, including inspection, cleaning, electrical and refrigerant-system checks, drainage, performance testing, fault diagnosis, troubleshooting, repairs, and restoration. The methodology shall also address breakdown and emergency requests, including response time, resource deployment, service workflow, and measures to minimize equipment downtime, in line with applicable industry best practices. (Qualitative)(Doc Required)	20
5. Proposed Technical Team	

The bidder shall provide details of the proposed technical team for execution of the contract, including team composition, qualifications, relevant experience, technical expertise, certifications (if any), and experience in AC repair, maintenance, troubleshooting, and preventive maintenance. The bidder shall also provide CVs/profile of key technical personnel and evidence of relevant experience, where applicable. (Qualitative)(Doc Required)

20



Required Services



Related Services :

No



Services Specifications

Positions Without Lots :

Position: Annual Repair & Maintenance Services of Air Conditioning Units at PSW Offices (Karachi)

Specifications / Requirements:

S. No	Item Description	UoM
1	Annual Maintenance Charges (includes two visits – one visit after every six months) For 01 Ton AC (For evaluation, annual maintenance charges will be calculated as per the number of AC units given in the Scope of Work)	Job
2	Annual Maintenance Charges (includes two visits – one visit after every six months) for 1.5 Ton AC (For evaluation, annual maintenance charges will be calculated as per the number of AC units given in the Scope of Work)	Job
3	Annual Maintenance Charges (includes two visits – one visit after every six months) for 2 Ton AC (For evaluation, annual maintenance charges will be calculated as per the number of AC units given in the Scope of Work)	Job
4	Annual Maintenance Charges (includes two visits – one visit after every six months) for 4-ton AC (For evaluation, annual maintenance charges will be calculated as per the number of AC units given in the Scope of Work)	Job
5	On-call visit and Diagnosis charges (without parts)	Job
6	Labor charges for replacement of capacitor 1 ton	Job
7	Labor charges for replacement of circuit board 1 ton	Job

S. No	Item Description	UoM
8	Charges for the installation of AC 1 ton	Job
9	Charges for dismantling/un-installation of AC 1 ton	Job
10	Labor charges for replacement of compressor 1 ton	Job
11	Labor charges for condenser replacement 1 ton	Job
12	Labor charges for cooling coil replacement 1 ton	Job
13	Labor charges for replacement of AC 1/2 VALVE 1 ton	Job
14	Labor charges for replacement of AC 1/4 VALVE 1 ton	Job
15	Labor charges for replacement of Four-Way Valve AC 1 ton	Job
16	Labor charges for AC Gas R410 Charges 1 ton	Job
17	Labor charges for AC Gas R22 Charges 1 ton	Job
18	Labor charges for Circuit Board Repair (Minor) 1 ton	Job
19	Labor charges for Circuit Board Repair (Major) 1 ton	Job
20	Labor charges for AC Leakage Repair (per leakage) 1 ton	Job
21	Labor charges for replacement of AC U BAND 5/8 1 ton	Job
22	Labor charges for replacement of AC U BAND 3/8 1 ton	Job
23	Labor charges for Cooling Coil Repairing 1 ton	Job
24	Labor charges for replacement of capacitor 1.5 ton	Job
25	Labor charges for replacement of circuit board 1.5 ton	Job

S. No	Item Description	UoM
26	Charges for the installation of AC 1.5 ton	Job
27	Charges for dismantling/un-installation of AC 1.5 ton	Job
28	Labor charges for replacement of compressor 1.5 ton	Job
29	Labor charges for condenser replacement 1.5 ton	Job
30	Labor charges for cooling coil replacement 1.5 ton	Job
31	Labor charges for replacement of AC 1/2 VALVE 1.5 ton	Job
32	Labor charges for replacement of AC 1/4 VALVE 1.5 ton	Job
33	Labor charges for replacement of Four-Way Valve AC 1.5 ton	Job
34	Labor charges for AC Gas R410 Charges 1.5 ton	Job
35	Labor charges for AC Gas R22 Charges 1.5 ton	Job
36	Labor charges for Circuit Board Repair (Minor) 1.5 ton	Job
37	Labor charges for Circuit Board Repair (Major) 1.5 ton	Job
38	Labor charges for AC Leakage Repair (per leakage) 1.5 ton	Job
39	Labor charges for replacement of AC U BAND 5/8 1.5 ton	Job
40	Labor charges for replacement of AC U BAND 3/8 1.5 ton	Job
41	Labor charges for Cooling Coil Repairing 1.5 ton	Job
42	Labor charges for replacement of capacitor 2 ton	Job
43	Labor charges for replacement of circuit board 2 ton	Job

S. No	Item Description	UoM
44	Charges for the installation of AC 2 ton	Job
45	Charges for dismantling/un-installation of AC 2 ton	Job
46	Labor charges for replacement of compressor 2 ton	Job
47	Labor charges for condenser replacement 2 ton	Job
48	Labor charges for cooling coil replacement 2 ton	Job
49	Labor charges for replacement of AC 1/2 VALVE 2 ton	Job
50	Labor charges for replacement of AC 1/4 VALVE 2 ton	Job
51	Labor charges for replacement of Four-Way Valve AC 2 ton	Job
52	Labor charges for AC Gas R410 Charges 2 ton	Job
53	Labor charges for AC Gas R22 Charges 2 ton	Job
54	Labor charges for Circuit Board Repair (Minor) 2 ton	Job
55	Labor charges for Circuit Board Repair (Major) 2 ton	Job
56	Labor charges for AC Leakage Repair (per leakage) 2 ton	Job
57	Labor charges for replacement of AC U BAND 5/8 2 ton	Job
58	Labor charges for replacement of AC U BAND 3/8 2 ton	Job
59	Labor charges for Cooling Coil Repairing 2 ton	Job
60	Labor charges for replacement of capacitor 4 ton	Job
61	Labor charges for replacement of circuit board 4 ton	Job

S. No	Item Description	UoM
62	Charges for the installation of AC 4 ton	Job
63	Charges for dismantling/un-installation of AC 4 ton	Job
64	Labor charges for replacement of compressor 4 ton	Job
65	Labor charges for condenser replacement 4 ton	Job
66	Labor charges for cooling coil replacement 4 ton	Job
67	Labor charges for replacement of AC 1/2 VALVE 4 ton	Job
68	Labor charges for replacement of AC 1/4 VALVE 4 ton	Job
69	Labor charges for replacement of Four-Way Valve AC 4 ton	Job
70	Labor charges for AC Gas R410 Charges 4 ton	Job
71	Labor charges for AC Gas R22 Charges 4 ton	Job
72	Labor charges for Circuit Board Repair (Minor) 4 ton	Job
73	Labor charges for Circuit Board Repair (Major) 4 ton	Job
74	Labor charges for AC Leakage Repair (per leakage) 4 ton	Job
75	Labor charges for replacement of AC U BAND 5/8 4 ton	Job
76	Labor charges for replacement of AC U BAND 3/8 4 ton	Job
77	Labor charges for Cooling Coil Repairing 4 ton	Job

Scope of Work

The annexure is attached, which details the services provided and the scope of work involved for the Annual Maintenance of ACs.

Brief Description

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Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. Applicable Law

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

3. Language

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

4. Notices

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

5. Location

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

6. Authorized Representatives / Authority of Member in charge

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

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

7. Effectiveness of Contract

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

8. Commencement of Services

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

9. Program schedule

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

10. Starting Date/Expiration Date

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

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

11. Entire Agreement

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

12. Modification

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

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

13. Force Majeure

13.1. Definition

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

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

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

14. Termination

14.1. By the Procuring Agency

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

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

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

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

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

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

14.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

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

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

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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

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

16.3. Prohibition of Conflicting Activities

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

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

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

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

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

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

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

20. Liquidated Damages

20.1. Payments of Liquidated Damages

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

20.2. Correction for Over-payment

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

20.3. Lack of performance penalty

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

21. Performance Guarantee

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

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

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

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

22. Sustainable Procurement

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

D. Contractor's Personnel

23. Description of Personnel

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

24. Removal and / or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

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

26. Services and Facilities

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

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

F. Payments to the Contractor

27. Contract Price

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

28. Terms and Conditions of Payment

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

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

29. Quality Control Identifying Defects

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

30. Correction of Defects, and Lack of Performance Penalty

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

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

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

31. Settlement of Disputes Amicable Settlement

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

32. Dispute Settlement

32.1. Arbitration

32.1.1. **Alternate Dispute Resolution (ADR)**, After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including

Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

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

Contractor is:

The title of the subject procurement is: Provision of Repair & Maintenance Services for Air Conditioning Units at PSW Offices (Karachi).

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Single Window (PSW), Procurement Department
Ground Floor, NESPAK Building, Sector G-5/2, Islamabad, Pakistan
+92-331-310-1881
Procurement@psw.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Single Window (PSW), Procurement Department
Ground Floor, NESPAK Building, Sector G-5/2, Islamabad, Pakistan
+92-331-310-1881
Procurement@psw.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

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

Number of GC Clause 21

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Pakistan Single Window**

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

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P87238**

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

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, Pakistan**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Provision of Repair & Maintenance Services for Air Conditioning Units at PSW Offices (Karachi). (P87238)** and has accepted a Bids by the Bidder for the provision of Services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

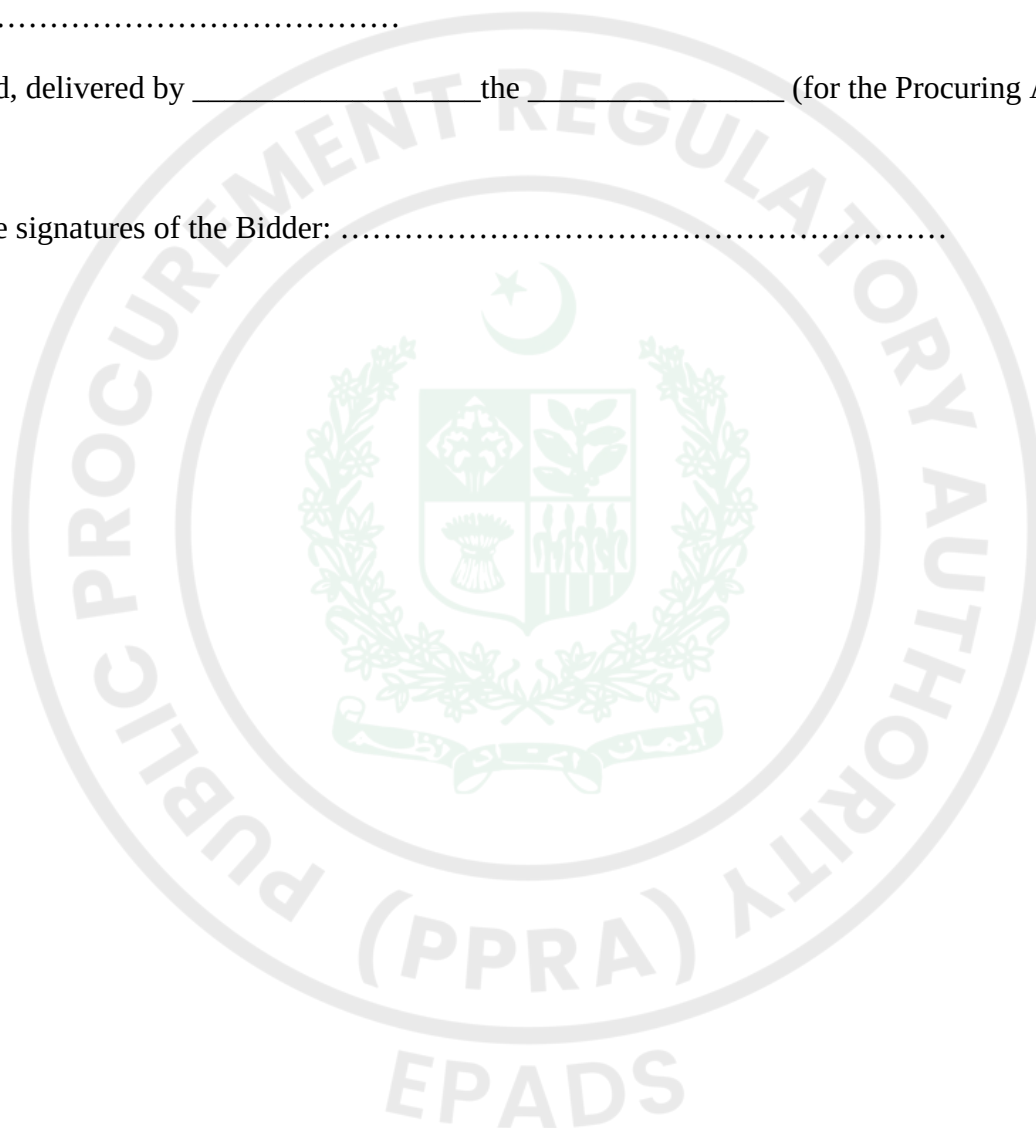
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

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

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Special Stipulations for Instruction to Bidder

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Stipulations for Instruction to Bidder** (page number: 78)

Special Stipulations for Condition of Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Stipulations for Condition of Contract** (page number: 84)

Annexure Scope of Services

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure Scope of Services** (page number: 97)

Annexure Form of Bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure Form of Bid** (page number: 104)

Annexure Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure Price Schedule** (page number: 106)



Procurement Forms







Additional Forms and Documents

SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS

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

Section I: Procurement Notice

Following are added in the procurement notice:

1. e-bids are invited from experienced vendors, having valid registration with tax and other relevant authorities. The bidders submitting their bids must be appearing on Active Taxpayers List (ATL) issued by Federal Board of Revenue (FBR), Government of Pakistan. **The bidders should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) version 2.0** in order to participate in the subject tender.
2. The Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, clarification / rejection of bids, performance guarantee etc. can be accessed through EPADS or downloaded from PSW website (<https://www.psw.gov.pk/documents/tenders>).
3. An online pre-bid meeting is scheduled for **15th October 2026** at **1100 hrs.** as per details given below. Interested bidders may attend the pre-bid meeting at their own cost.
Microsoft Teams meeting
Join:
<https://teams.microsoft.com/meet/429773221827945?p=tLqD8D92hC5OhVqFnO>
Meeting ID: 429 773 221 827 945
Passcode: VX7EH7ct
4. Prospective bidders may request clarification on any aspect of the bidding documents by **16th October 2026**. Prospective Bidders may send their queries via email at procurement@psw.gov.pk or through EPADs 2.0. Bidders are required to mention the RFP number (**PSW-PROC-25-26-ADMIN-526**) 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 sent via email where the RFP number is not mentioned in the subject line of the email.
5. Bids will be opened electronically on EPADS on the **same day**, and details thereof shall be automatically visible to the participating bidders on their respective dashboard on EPADS; therefore, a bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of bid submission and bid opening falls on a public holiday, the next working day shall be considered as the deadline for the same, whereas the time, as published in the tender notice, shall remain the same.

Section II: Instructions to Bidders

1. Clause 7.1 “Clarifications” is amended as follows:

Clarifications of the bidding documents may be requested in writing through EPADS v2.0 or by sending email at Procurement@psw.gov.pk by any bidder till the deadline of sending queries i.e. **16th October 2026**.

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

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

2. Clause 7.6 “Clarifications” is amended as follows:

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

3. Clause 23 “Opening of Bids” is amended as follows:

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

4. Following Clause is added after Clause 31.1:

31.2 Unbalanced Financial Bids:

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

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

- a) Reject the 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) In case RFP requires submission of a Bid Security, the same, in original and as per form and format mentioned in the RFP, shall be submitted to the Procurement Department of PSW in hard copy on the address mentioned in the tender notice before the bid opening deadline. Any bid whose original bid security has not been submitted to the procurement department of PSW before the bid opening deadline shall not be considered and shall be rejected. In case the RFP requires a Bid Securing Declaration (BSD) instead of a Bid Security, duly signed copy of the BSD on the bidder's letterhead is to be submitted in the technical bid.

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 with the bid. Any bid whose Bid Securing Declaration has not been submitted with the shall not be considered and shall be rejected.

- 3) The Bid Securing Declaration shall be executed in case of any of the following occurrence:
 - a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
 - b) Bidder refuses to rectify a discrepancy in submitted Bid Securing Declaration or Form of Bid;
 - c) Bidder refusing to accept correction of any arithmetical errors of its financial bid;
 - d) Successful bidder, failing to:
 - i) furnish the required Performance guarantee(s); and
 - ii) Sign the Contract.
 - 4) The Successful Bidder shall be required to submit a Performance Guarantee as per the amount mentioned in the BDS, in form of a Bank Guarantee issued by a scheduled bank in Pakistan, as per format provided at **Section "Contract Forms"**. The Performance Guarantee shall be released, if the same is not claimed, forfeited or disputed, on expiration of the contract term and successful completion of all contractual formalities by the successful bidder.
 - 5) Within the original validity of the bids, PSW may request the bidders to extend their bid validity for another period not exceeding the original bid validity. Bidders who choose not to extend their bid validity as desired by PSW would be required to withdraw their bids and their bid securing declarations shall be discharged.
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- 6) In case of extension of bid validity, the bidders shall also extend the validity of their Bid Securing Declarations for the corresponding period of time.
- 7) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 8) PSW reserves the right to amend, modify, supplement or withdraw this RFP document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the RFP document and binding on the bidders. PSW shall notify the amendment(s) in writing prior to the bid submission date.
- 9) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned in the RFP. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the responsibility of the bidders. Tender shall be awarded to the bidder who conforms to the mandatory requirements of the RFP and is the most advantageous bidder as per the evaluation criteria mentioned in this RFP.
- 10) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 11) The bids will be rejected if any shortcoming occurs in the following:
 - a. Signed "Form of Bid" with official stamp affixed on it is not submitted;
 - b. Bid Securing Declaration, as per required form and format, is not submitted.
 - c. Bids submitted without tax (income and sales tax) registration certificates and bidder not appearing as active and operative on Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR);
 - d. Form of Bid & Bid Securing Declaration is un-signed and/or the bid is partial or conditional;
 - e. Bidder has been found blacklisted or having actual or potential conflict of interest either with PSW or scope of this RFP;
 - f. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified;
 - g. Bidder engages in corrupt or fraudulent practices during the process;
 - h. 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 Security submitted after bid opening time shall be rejected. Issues with internet/connectivity, electricity failure etc. for e-

bid submission on ePADS or submission of the original Bid Security at required address shall not be accepted as an excuse for failure to submit/deliver the bid/bid security 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 Security 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 1.1.19 of General Conditions of Contract is amended as follows:

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

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

The Contract shall be effective from the date of its signature by both parties and shall remain in force for a period of three (03) years, unless terminated earlier in accordance with the terms and conditions of this Contract. The Contract shall remain effective until completion of all contractual obligations.

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

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

10.2 The initial term of the Contract may be extended for another term of three (03) years upon satisfactory performance of the contractor.

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

4. Clause 11 “**Entire Agreement**” sub-clause 11.1 of General Conditions of Contract is amended as follows:

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

5. Clause 13 “**Force Majeure**” sub-clause 13.1 of General Conditions of Contract is amended as follows:

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or

restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of either Party to carry out its obligations.

Force Majeure shall not include:

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

6. Clause 13 "**Force Majeure**" sub-clause 13.3 of General Conditions of Contract is amended as follows:

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

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

During the period in which the Contractor is unable to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to payment for the Services performed and for any portion of the Services not affected by the event of Force Majeure and continued to be performed by the Contractor. Subject to the Parties' prior mutual agreement, the Contractor may also be entitled to reimbursement of any additional costs reasonably and necessarily incurred during the period of Force Majeure to mitigate the adverse effects of the event(s), continuation of the affected Services where reasonably possible, and for reactivation of the Services following the cessation of the Force Majeure event.

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

- 14.3 If the Procuring Agency terminates the Contract due to the Contractor's breach, payment made to the Vendor for any incomplete or un-accepted deliverables under this Contract shall be returned to the Procuring Agency. In addition, the Contractor shall also be required to compensate the Procuring Agency for any direct and consequential loss incurred by the Procuring Agency due to the cancellation of the Contract and any additional expenditure to be incurred by the Procuring Agency to appoint a new Contractor. This amount shall not exceed the price of the Contract.

If the Procuring Agency intends to retain any of the Deliverables/Services, the Contractor shall only be obligated to compensate the Procuring Agency after deducting such costs.

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

- a. Engages in fraud, willful misconduct, or actions that could jeopardize intellectual property rights, safety of property or life, confidentiality, or business continuity;
- b. The Contractor consistently fails to meet agreed-upon timelines, response times, or agreed service level or support obligations;
- c. Undertakes unauthorized disclosure or use of confidential data, even in the absence of proven damage;
- d. Consistently fails to provide the required AC maintenance and repair services in accordance with the agreed scope, applicable safety requirements, and industry best practices; and
- e. Is found to be negligent or fails to follow industry-standard safeguards, which causes a safety hazard.

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

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

14.7 Upon termination of this Contract:

- a. the Contractor should immediately cease all Services (unless otherwise agreed);
- b. assist in transitioning to a new contractor (if required);
- c. certify the deletion of all the Procuring Agency's data from their systems and backups (if required); and
- d. the Procuring Agency will be entitled to a copy of the deliverables completed by the Contractor up to the date of termination, in their existing form, with payments settled as mutually agreed by the Parties. The Contractor shall continue providing the required AC maintenance services until an alternative arrangement is made by the Procuring Agency.

14.8 All material containing any information acquired and/or collected as part of Services, or having received such information during the course of this Contract shall be returned to the Procuring Agency or at the request of the Procuring Agency

such information be deleted or destroyed by the Contractor who shall certify such deletion/ destruction thereof up to the satisfaction of the Procuring Agency.

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

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

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

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.

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

15.3 The Contractor acknowledges and agrees that it shall, without incurring any additional cost to the Procuring Agency, be liable to re-perform and rework all or any

part of the Services which are deficient, due to reasons attributable to the Contractor, in any manner.

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

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

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

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

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

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

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

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

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

14. Clause 20 "**Liquidated Damages**" sub-clause 20.1 of General Conditions of Contract is amended as follows:

20.1 Delay in performance of Services beyond the lead time specified, in writing, by the Procuring Agency may entail imposition of fine (liquidated damages) at the rate of 0.5% per day, or as per rates mentioned in the respective purchase order or work order, up and to a maximum of 10% of the total Contract Price. This condition may be waived off by the Procuring Agency on its discretion or in case of force majeure which shall be proved by the Contractor and supported by documentary evidence. Moreover, if the Contractor fails to complete the work within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10%; the Procuring Agency, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the Contract and/or forfeit the performance guarantee.

15. Clause 21 "**Performance Guarantee**" sub-clause 21.1 of General Conditions of Contract is amended as follows:

Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of bank guarantee in name of the Procuring Agency issued by a scheduled bank in Pakistan and amounting to ten percent (10%) of the Contract Value.

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

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

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

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

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

27.2 Contractor shall raise its invoices, in case of on call visits, after resolution of each call or on monthly basis and for annual preventive maintenance after completion of a bi-annual maintenance. In case partial preventive maintenance and billing is allowed in writing by the Procuring Agency, the Contractor may raise its invoices accordingly.

- 27.3 The Price shall remain fixed for the contract term. No change/increase/raise shall be allowed on any pretext. However, the Price may be subject to review, to adjust inflation, at the time of contract renewal, mechanism whereof shall be as under:
- a. If the difference of the Consumer Price Index (CPI) inflation figures, as published by the Government of Pakistan, of outgoing year and the preceding year therefrom is more than five percent (05%) then the Price shall be increased to equivalent percentage, however if the difference is less than five percent (05%) then the Price shall remain unchanged. For example, if the contract anniversary is in February 2027, and the published figures of CPI inflation (Year on Year) of 2027 were 15% and that of 2026 were 9 % then the Price shall be increased by six percent (06%) [15% - 9%].
 - b. In case where there had not been an increase on previous contract anniversary reason being the difference of inflation figures was less than five percent (05%) however on next anniversary if the total difference of inflation figures calculated on last anniversary and current anniversary is more than five percent (05%) then the Price shall be increased for the percentage figures above five percent (05%). For example, if on the last contract anniversary, the difference of CPI inflation figures was 4% and the Price was not increased and on latest contract anniversary the difference of CPI inflation figures is 3% then the Price shall be increased by two percent (02%) [(4% + 3%) - 5%].
The price review shall be undertaken once the Contractor sends a written request to the Procuring Agency on anniversary of the Contract.
- 27.4 Upon successful completion of each deliverable / payment milestone, the Contractor shall get the Services Receipt Note (SRN) issued from Authorised Representative of the Procuring Agency as mentioned at Conditions of Contract Clause 6.1 and attach the same with its original tax invoice along with any other supporting documents e.g. tax exemption documents. The same shall be sent to the Finance department of the Procuring Agency for processing of payment. Any invoice having discrepant supporting documents, including SRN, shall not be considered for payment processing.
- 27.5 The Procuring Agency shall make the payment through online bank transfer, or any other banking channel as per its policy within thirty (30) days after receipt and acceptance of original error free invoice(s) from the Contractor. Taxes shall be deducted at source as per applicable laws.
- 27.6 Any increase and/or decrease or imposition of new tax(es) after bid submission or during contract period shall be adjusted according to the law.
- 27.7 No payment shall be made to the Contractor in advance as mobilization advance or on any other account.
- 27.8 The payment shall be made to Contractor only when it is on the Active Taxpayers List (ATL) of Federal Board of Revenue (FBR). If Contractor is not in ATL at the time

of processing of invoice, no payment shall be made until the Contractor appears in ATL of FBR.

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

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

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

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

21. “**Guidance for Dispute Resolution**” of Special Conditions of Contract is amended as follows:

- i. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during Contract period or thereafter and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract.
- vi. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Contractor any monies due to the Contractor.

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

By the mutual consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

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

33. Scope of Services

Contractor shall perform its services as per the detailed Scope provided in **Annexure "Scope of Services"** hereof.

34. Intellectual Property Rights and Licenses

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

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

35. Confidentiality

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

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

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

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

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

36. Indemnity

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

- a. an act or omission of the Contractor, its members, its subcontractors, its employees, its agents, suppliers or employees of its subcontractors in the execution of the Services under this Contract;
- b. Misappropriation of any third-party trade secrets or infringement of any of the Intellectual Property Rights or such other statutory infringements in respect of all components provided to fulfill the Services;
- c. claims made by the Contractor's employees, members, subcontractors' employees, who are employed by the Contractor under the Contract;

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

37. Representation and Warranties

37.1 The Contractor represents and warrants to the Procuring Agency as follows:

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

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

37.2 Each of the representation and warranty set out in clause 37.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or interference from the terms or conditions of any other representation or warranty in the Contract.

37.3 If at any time the Contractor becomes aware that a representation or warranty given by it under Clause 37.1 has been breached, has become untrue or has become misleading, it shall without undue delay notify the Procuring Agency of the relevant occurrence in sufficient detail to enable the Procuring Agency to make an accurate assessment of the situation.

38. Miscellaneous

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

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

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

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

- 38.4 Authorization. The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.
- 38.5 Status of the Contractor. The Contractor is and shall remain an independent party and not an agent, employee or representative of the Procuring Agency.
- 38.6 Order of Precedence. The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to incorporated therein:
- The Non-Disclosure Agreement signed between the Procuring Agency & the Contractor (if signed);
 - Special Stipulations to the Conditions to the Contract;
 - Special Conditions of Contract;
 - General Conditions of Contract;
 - The annexures/appendices/schedules to this Contract;
 - Clarifications & responses thereto during tender evaluation process;
 - Bid of the Contractor;
 - The Procuring Agency's response to pre-bid queries;
 - Complete RFP.
- 38.7 Contract Amendments. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing and signed by the duly authorized representatives of the Parties.

Annexure: Scope of Work

Pakistan Single Window aims to engage a vendor for the comprehensive maintenance of its Air Conditioning Units (AC's) installed at PSW offices located in Karachi. The selected vendor will be tasked with conducting both preventive/routine and on-call maintenance for PSW's Air Conditioning Units. The required services fall into two categories, i.e.,

1. **On call visit:** Will include the visit of technician in defined time to diagnose a fault and propose a solution.
2. **Preventive maintenance:** The preventive maintenance service will include a routine check-up and maintenance for each category of AC Units. This will encompass a detailed inspection and standard upkeep of the air conditioning units.

The vendor will provide a report of all visits (routine and on-call) undertaken that month, units maintained, complaints resolved, and any other issues identified, reported, and resolved.

Professional Services:

- (i) Vendor must have qualified technical staff on their payroll for providing repair & maintenance services.
- (ii) Vendor will ensure availability of the maintenance personnel at PSW office within given timeframe for on-call visits.

Maintenance Requirements:

The contractor shall carry out all necessary work and services to ensure the proper maintenance and repair of the air conditioning units as per the contract. The scope of work includes the following responsibilities.

1. The contractor is responsible for providing maintenance and repair services for air conditioners in accordance with the PSW Admin Department's satisfaction and the agreed charges.
2. Responsible for responding to calls on an urgent basis as per the given response time in the Escalation Matrix.
3. The maintenance shall include physical inspection, oiling, cleaning (including dusting, air blowing, washing etc. where required), greasing, servicing, gas filling, replacement or repair of any or all the parts, after PSW's approval, needed to keep the units in optimum working condition, such as fan, motor, compressor and electrical components like capacitors, relays, thermostat, selector switch, PCB etc.
4. Faulty parts shall be replaced with the same or better specifications compatible with the equipment being repaired. All replacement parts shall be original, non-refurbished, sourced through authorized channels, and covered by OEM warranty, where applicable. The cost of replacement parts shall be charged and paid on an actual basis, in accordance with the terms and conditions of this tender.
5. The parts removed from the AC units shall be submitted to the Administration department of PSW.
6. Breakdown call shall be attended immediately as per Escalation Matrix.

Response Time:

Service response for repair calls should be within the same day during normal working hours (0830 hrs to 1700 hrs) from Mondays to Fridays. Trained technicians shall be available to perform

maintenance and on-site repairs within the agreed response time.

Working Hours:

The job / work shall normally be carried out during office hours from 0900 hrs to 1700hrs. However, in case any activity causes disturbance, noise, or disruption during office hours, such work may be shifted to after office hours or weekends.

Such work outside normal hours, including weekends or public holidays, will only be carried out with prior approval and confirmation from the Admin Department, and will be at no additional cost.

Repair and maintenance activities may also be performed after working hours, on weekends, or on public holidays, subject to mutual agreement between PSW Administration Department and the vendor.

Preventive Maintenance Visits:

For routine maintenance (one checkup per AC unit in six months), the vendor shall share its visits schedule/plan (location-wise) with PSW Administration Department in advance and shall undertake the visits as per the schedule/plan approved by PSW.

- Vendor's qualified service engineer will inspect and provide routine service after business hours or on off days so as not to disturb the office working on a semi-annual basis.
- No charge will be made for labor whilst carrying out preventive maintenance during routine inspections other than for the services which shall be agreed in advance.
- For all On Call cases, the service provider should assign a ticket number for tracking. Ticket number should be received in an email or via a ticketing system of vendor.

Note: Scheduled semiannual visits should be coordinated and communicated by the vendor, encompassing all PSW Karachi office locations (addresses provided below).

Bahria Complex-I	5th Floor, Bahria Complex I, MT Khan Road, Karachi
Bahria Complex-III	4th Floor, Bahria Complex III, MT Khan Road, Karachi

If any new location is added during the contract period, that will become part of the contract automatically.

Preventive Maintenance Task:

The on-site preventive maintenance will include the following:

Indoor unit • Cleaning the air filter • Clean the drain pipe • Cleaning (dusting, blowing, washing with pressure washer etc.) the indoor unit • Any other works related to routine preventive maintenance of indoor units	Outdoor unit • Clean the outdoor unit's coil • Clean the outdoor unit from the inside • Blow air over the electrical parts • Check electrical connection tightening • Clean the fan wheel • Check fan tightening • Clean the drainpipe • Check gas pressure • Check for any leakages • Check for insulation on piping • Cleaning (dusting, blowing, washing with pressure washer etc.) the outdoor unit • Any other works related to routine preventive maintenance of outdoor units
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NOTE:

- The contractor shall ensure timely response and attendance to service requests, aiming to resolve any issues within the agreed-upon timeframe.
- Regular inspections and preventive maintenance will be conducted by the vendor to identify and address potential problems before they escalate.
- On diagnosis visit, the vendor shall submit an official diagnosis report and repair cost estimates, excluding labour charges, if same are already provided in the contract otherwise the labour charges shall also be provided.
- On every service, visit or repair, vendor shall get its service report signed from PSW Administration Department's representative.
- The vendor will maintain a detailed record of all maintenance and repair activities, including dates, services performed, and parts replaced.
- Skilled individuals will be available via telephone during the service coverage period to provide on-site problem resolution.
- The vendor's Level 2 and Level 3 technical representatives will be available to offer remote support to the client through agreed means of communication.
- The service charges shall remain fixed for the duration of contract.
- All maintenance and repair tasks shall comply with industry standards and relevant health and safety regulations. The vendor shall be fully responsible for ensuring the safety of its personnel and must provide all necessary safety equipment and related items to its employees.
- The Administration Department of PSW reserves the right to monitor and evaluate the contractor's performance to ensure adherence to quality standards and service level requirements.
- The vendor assumes liability for any damage caused by negligence, inaccurate diagnosis, or incompetence of their technicians, employees, authorized personnel, etc.
- In case any additional services are required during the execution of the job and are not included in the scope of work (such as crane services or transportation for pick-up and delivery of AC units etc.), the vendor shall inform PSW Administration Department in

advance. Such services shall be charged on an actual cost basis and shall be payable only upon obtaining prior written approval from PSW Administration Department.

- After completion of the job/services, the vendor shall obtain a Completion Certificate / Service Request Note (SRN) from the PSW Administration Department before submitting the invoice to the Finance Department of PSW for processing of payments.

Required Reports:

The service provider is required to submit a monthly report detailing the log of complaints received, their respective locations, types of units with analysis of high ratio of faults, and other relevant information. The report will include the following information:

- Total number of calls received.
- Total number of complaints resolved.
- Number of complaints unresolved.
- Total resolution time.
- First response time.
- List of units inspected during the visit.
- Any issues identified during the inspection.
- Actions taken to address identified issues.
- Recommendations for additional maintenance or repairs, if necessary.
- Any other issues identified, reported, or resolved, etc.
- Date and time of the maintenance visit.
- Technicians visit report with technician's name and signature.

Replacement of Consumables/Parts:

If the vendor is required to undertake some repairs, services or replacement of parts that are not repairable, damaged or not covered under warranty and whose rates are not provided in the contract, then the vendor will submit the cost of said part(s) or repairs for approval of PSW. PSW, at its discretion, will decide whether to procure the parts, services or works independently or instruct the vendor to proceed with the work. The vendor will be liable to provide warranty of the parts replaced.

PSW reserves the right to check/cross verify the prices quoted for any such works, services or parts from market/other sources. In case the vendor is found to be overcharging without any proper justification, PSW may deduct the excess amount from the invoice of the vendor or, without prejudice any other right of penalty PSW may have, forfeit the performance guarantee and/or cancel the contract.

Insurance:

PSW maintains the insurance of its assets. However, vendor shall be required to have insurance against any loss or damage to the units occurring due to Vendor's negligence, mishandling etc.

Duration of SLA:

The Service Level Agreement will initially be for three (03) years and may be extended for another

term of three (03) years upon satisfactory performance.

Performance Review:

PSW will assess the performance of the vendor and will provide feedback and suggestions for improvements. In case of persistent poor performance, applicable penalties as per contract may be charges and/or the contract will be terminated and/or the vendor will be blacklisted.

List of Air Condition Units:

The following list of AC units is provided to give an idea of the scope of work. The quantities mentioned in the following list shall be used for evaluating the financial bids and to calculate performance security. During execution of the work, the number of units may increase or decrease, payments shall be made on the actual number & type of units maintained.

Sr No.	Make	Model	Capacity	Location
1	Dawlance	Split Inverter DC - Model Elegance	1 Ton	BC-III - Karachi
2	Dawlance	Split Inverter DC - Model Elegance	1 Ton	BC-III - Karachi
3	Dawlance	Split Inverter DC - Model Elegance	1.5 Ton	BC-III - Karachi
4	Dawlance	Split Inverter DC - Model Elegance	1.5 Ton	BC-III - Karachi
5	Dawlance	Split Inverter DC - Model Elegance	1.5 Ton	BC-III - Karachi
6	Gree	Gree 1.5 Ton	1.5 Ton	BC-III - Karachi
7	Gree	Gree 1.5 Ton	1.5 Ton	BC-III - Karachi
8	Dawlance	Split Inverter DC - Model Elegance	1.5 Ton	BC-III - Karachi
9	Dawlance	Split Inverter DC - Model Elegance	2 Ton	BC-III - Karachi
10	Dawlance	Split Model PowerCon Inverter 30	1.5 Ton	BC-III - Karachi
11	Haier	Haier Cassette Type DC Inverter 4 Ton Model# HBU-48E/DC-01	4 Ton	BC-III - Karachi
12	Haier	Haier Cassette Type DC Inverter 4 Ton Model# HBU-48E/DC-01	4 Ton	BC-III - Karachi
13	Haier	Haier Cassette Type DC Inverter 4 Ton Model# HBU-48E/DC-01	4 Ton	BC-III - Karachi
14	Haier	Haier Cassette Type DC Inverter 4 Ton Model# HBU-48E/DC-01	4 Ton	BC-I - Karachi
15	Haier	Split AC Model # 24HF - inverter, Haier Split DC inverter	2 Ton	BC-III - Karachi
16	Haier	Split AC Model # 24HF - inverter, Haier Split DC inverter	2 Ton	BC-III - Karachi
19	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
20	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi

Sr No.	Make	Model	Capacity	Location
21	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
22	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
23	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
24	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
25	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
26	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
27	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
28	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
29	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
30	Haier	HPU-48E/DC-01: HPK/CAC/OUTDOOR	4 Ton	BC-I - Karachi
31	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
32	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
33	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
34	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
35	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
36	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
37	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
38	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
39	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
40	Haier	Model: HSU-18HFCM/013USDC	1.5 Ton	BC-I - Karachi
41	Dawlance	Powercon X Inverter 30 18000Btu/h	1.5 Ton	BC-I - Karachi
42	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
43	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
44	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
45	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
46	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
47	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
48	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi

Sr No.	Make	Model	Capacity	Location
49	Haier	Model: HSU-24HFCD/022USDC	2 Ton	BC-I - Karachi
50	Dawlance	Powercon X Inverter 30 18000Btu/h	1.5 Ton	BC-I - Karachi



Annexure: Form of Bid

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

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

Reference your RFP document No. PSW/PROC/ADMN/25-26/526 for **Provision of Repair & Maintenance Services for Air Conditioning Units at PSW Offices (Karachi)**

1. We, hereby submit our complete bid along with all the requirements as per the RFP document. We acknowledge that PSW/PSW is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever. Our total Bid price, including all applicable taxes, expenses, charges etc. as per requirements of the RFP, is _____ (without any offered discounts). Any discounts, if offered, are separately mentioned in the financial bid.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections/conditions of the subject RFP for the whole bidding process.
3. We agree to abide by this Tender for a period of **One Hundred and Twenty (120) days** from the technical bid opening date or any extension thereto granted, and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s **[registered business name of bidder]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with PSW, PSW or scope of subject tender.
5. We submit herewith our proposal, electronically through ePADS portal, as one (01) original in PDF.
6. We do hereby undertake that Mr./Ms. **(mention full name and designation of authorizer)** is duly authorized by the management of **(enter registered business name of the bidder)** to appoint and authorize Mr./Ms. **(mention full name of authorizee)** who is presently employed with us and holding the position of **[mention designation of authorizee]** in **[mention registered business name of the employer of the authorizee]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to PSW in all matters including but not limited to clarifications etc.,

till award of subject tender. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative (authorizee) shall and shall always be deemed to have been done by us.

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

[Bidder's Official Stamp]

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

Signatures: _____

Name and Title/designation of Authorizer: _____

Registered business name and address of bidder : _____

Cell No. of Authorizer: _____

e-mail address of Authorizer: _____

Mailing address of Authorizer: _____

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

Signatures : _____

Name and Title/designation of Authorizee: _____

Cell No. of Authorizee : _____

e-mail address of Authorizee : _____

Mailing address of Authorizee: _____

Date of signing: _____

Annexure: Price Schedule
Provision of Repair & Maintenance Services for Air Conditioning Units at PSW Offices (Karachi).

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

S.No	Item Description	UoM	Qty	Unit Price Inclusive GST in PKR	Total Price Inclusive GST in PKR
1	Annual Maintenance Charges (includes two visits – one visit after every six months) For 01 Ton AC. Note: The quantities stated are estimated; the quoted rates shall be applied based on the actual quantity consumed or services/visits rendered.	Job	2		
2	Annual Maintenance Charges (includes two visits – one visit after every six months) for 1.5 Ton AC. Note: The quantities stated are estimated; the quoted rates shall be applied based on the actual quantity consumed or services/visits rendered.	Job	19		
3	Annual Maintenance Charges (includes two visits – one visit after every six months) for 2 Ton AC. Note: The quantities stated are estimated; the quoted rates shall be applied based on the actual quantity consumed or services/visits rendered.	Job	11		
4	Annual Maintenance Charges (includes two visits – one visit after every six months) for 4-ton AC. Note: The quantities stated are estimated; the quoted rates shall be applied based on the actual quantity consumed or services/visits rendered.	Job	16		
5	On-call visit and Diagnosis charges (without parts) Note: The quantities stated are estimated; the quoted rates shall be applied based on the actual quantity consumed or services/visits rendered.	Job	72		
6	Labor charges for replacement of capacitor 1 ton	Job	1		
7	Labor charges for replacement of circuit board 1 ton	Job	1		
8	Charges for the installation of AC 1 ton	Job	1		
9	Charges for dismantling/un-installation of AC 1 ton	Job	1		

S.No	Item Description	UoM	Qty	Unit Price Inclusive GST in PKR	Total Price Inclusive GST in PKR
10	Labor charges for replacement of compressor 1 ton	Job	1		
11	Labor charges for condenser replacement 1 ton	Job	1		
12	Labor charges for cooling coil replacement 1 ton	Job	1		
13	Labor charges for replacement of AC 1/2 VALVE 1 ton	Job	1		
14	Labor charges for replacement of AC 1/4 VALVE 1 ton	Job	1		
15	Labor charges for replacement of Four-Way Valve AC 1 ton	Job	1		
16	Labor charges for AC Gas R410 Charges 1 ton	Job	1		
17	Labor charges for AC Gas R22 Charges 1 ton	Job	1		
18	Labor charges for Circuit Board Repair (Minor) 1 ton	Job	1		
19	Labor charges for Circuit Board Repair (Major) 1 ton	Job	1		
20	Labor charges for AC Leakage Repair (per leakage) 1 ton	Job	1		
21	Labor charges for replacement of AC U BAND 5/8 1 ton	Job	1		
22	Labor charges for replacement of AC U BAND 3/8 1 ton	Job	1		
23	Labor charges for Cooling Coil Repairing 1 ton	Job	1		
24	Labor charges for replacement of capacitor 1.5 ton	Job	1		
25	Labor charges for replacement of circuit board 1.5 ton	Job	1		
26	Charges for the installation of AC 1.5 ton	Job	1		
27	Charges for dismantling/un-installation of AC 1.5 ton	Job	1		
28	Labor charges for replacement of compressor 1.5 ton	Job	1		
29	Labor charges for condenser replacement 1.5 ton	Job	1		
30	Labor charges for cooling coil replacement 1.5 ton	Job	1		
31	Labor charges for replacement of AC 1/2 VALVE 1.5 ton	Job	1		
32	Labor charges for replacement of AC 1/4 VALVE 1.5 ton	Job	1		
33	Labor charges for replacement of Four-Way Valve AC 1.5 ton	Job	1		
34	Labor charges for AC Gas R410 Charges 1.5 ton	Job	1		
35	Labor charges for AC Gas R22 Charges 1.5 ton	Job	1		

S.No	Item Description	UoM	Qty	Unit Price Inclusive GST in PKR	Total Price Inclusive GST in PKR
36	Labor charges for Circuit Board Repair (Minor) 1.5 ton	Job	1		
37	Labor charges for Circuit Board Repair (Major) 1.5 ton	Job	1		
38	Labor charges for AC Leakage Repair (per leakage) 1.5 ton	Job	1		
39	Labor charges for replacement of AC U BAND 5/8 1.5 ton	Job	1		
40	Labor charges for replacement of AC U BAND 3/8 1.5 ton	Job	1		
41	Labor charges for Cooling Coil Repairing 1.5 ton	Job	1		
42	Labor charges for replacement of capacitor 2 ton	Job	1		
43	Labor charges for replacement of circuit board 2 ton	Job	1		
44	Charges for the installation of AC 2 ton	Job	1		
45	Charges for dismantling/un-installation of AC 2 ton	Job	1		
46	Labor charges for replacement of compressor 2 ton	Job	1		
47	Labor charges for condenser replacement 2 ton	Job	1		
48	Labor charges for cooling coil replacement 2 ton	Job	1		
49	Labor charges for replacement of AC 1/2 VALVE 2 ton	Job	1		
50	Labor charges for replacement of AC 1/4 VALVE 2 ton	Job	1		
51	Labor charges for replacement of Four-Way Valve AC 2 ton	Job	1		
52	Labor charges for AC Gas R410 Charges 2 ton	Job	1		
53	Labor charges for AC Gas R22 Charges 2 ton	Job	1		
54	Labor charges for Circuit Board Repair (Minor) 2 ton	Job	1		
55	Labor charges for Circuit Board Repair (Major) 2 ton	Job	1		
56	Labor charges for AC Leakage Repair (per leakage) 2 ton	Job	1		
57	Labor charges for replacement of AC U BAND 5/8 2 ton	Job	1		
58	Labor charges for replacement of AC U BAND 3/8 2 ton	Job	1		
59	Labor charges for Cooling Coil Repairing 2 ton	Job	1		
60	Labor charges for replacement of capacitor 4 ton	Job	1		
61	Labor charges for replacement of circuit board 4 ton	Job	1		

S.No	Item Description	UoM	Qty	Unit Price Inclusive GST in PKR	Total Price Inclusive GST in PKR
62	Charges for the installation of AC 4 ton	Job	1		
63	Charges for dismantling/un-installation of AC 4 ton	Job	1		
64	Labor charges for replacement of compressor 4 ton	Job	1		
65	Labor charges for condenser replacement 4 ton	Job	1		
66	Labor charges for cooling coil replacement 4 ton	Job	1		
67	Labor charges for replacement of AC 1/2 VALVE 4 ton	Job	1		
68	Labor charges for replacement of AC 1/4 VALVE 4 ton	Job	1		
69	Labor charges for replacement of Four-Way Valve AC 4 ton	Job	1		
70	Labor charges for AC Gas R410 Charges 4 ton	Job	1		
71	Labor charges for AC Gas R22 Charges 4 ton	Job	1		
72	Labor charges for Circuit Board Repair (Minor) 4 ton	Job	1		
73	Labor charges for Circuit Board Repair (Major) 4 ton	Job	1		
74	Labor charges for AC Leakage Repair (per leakage) 4 ton	Job	1		
75	Labor charges for replacement of AC U BAND 5/8 4 ton	Job	1		
76	Labor charges for replacement of AC U BAND 3/8 4 ton	Job	1		
77	Labor charges for Cooling Coil Repairing 4 ton	Job	1		
Grand Total Amount Inclusive of all Taxes					

Total amount in Words: _____

****Responsibility to include all and correct taxes is that of the bidders. Bidders must include all applicable taxes at the time of bid submission. In case of any revision in government taxes or levies after bid submission or during contract execution, the same shall be adjusted as per law.**

Vendors are advised to visit the site, make their own measurements, assessments, queries, inquiries, etc., and make themselves fully satisfied with the site conditions, works requirements, etc. before bidding. Vendors are encouraged to visit the premises during working hours to take necessary measurements and assess the site at PSW Offices.

Note:

Replacement of Consumables/Parts:

If the vendor is required to undertake some repairs, services or replacement of parts that are not repairable, damaged or not covered under warranty and whose rates are not provided in the contract, then the vendor will submit the cost of said part(s) or repairs for approval of PSW. PSW, at its discretion, will decide whether to procure the parts, services or works independently or instruct the vendor to proceed with the work. The vendor will be liable to provide warranty of the parts replaced.

PSW reserves the right to check/cross verify the prices quoted for any such works, services or parts from market/other sources. In case the vendor is found to be overcharging without any proper justification, PSW may deduct the excess amount from the invoice of the vendor or, without prejudice to any other right of penalty PSW may have, forfeit the performance guarantee and/or cancel the contract.

Payment Milestones:

- The vendor shall submit invoices for on-call charges following each individual call or on monthly basis whichever is more suitable. The invoice shall be supported with reports of all calls attended for the period.
- Invoices for routine preventive maintenance visits conducted every six months shall be submitted after completion of a preventive maintenance round bi-annually. The invoices shall be supported with the Vendor's monthly reports and payment shall be made on the actual number of AC units, as per the above mentioned rates, of each category maintained for the period.

Note:

- The quoted charges are for services only. Any parts replacement shall be paid as per actual.
- The successful bidders will be responsible for deputing qualified personnel for provision of services under the contract.
- The quantities specified against S. Nos. 1, 2, 3, 4, and 5 are estimated and for evaluation purpose. The quoted rates shall be applied based on the actual quantities consumed or services/visits rendered.
- The Items for units supplied by the supplier shall be original, sourced through proper channel, brand new, and complete in all respects. Moreover, the technical staff of the vendor shall be involved in the installation and configuration of the same Items provided. Proper testing and installation must be carried out before handing over the equipment to PSW to ensure it meets the specified requirements.