

RFP for Supply, Installation, Testing and Commissioning of Furniture at Bahria Complex-I <u>Karachi</u> (RFP No. PSW/PROC/ ADMN-20/2021-22)

Pakistan Single Window (PSW), a company incorporated under section 42 of Companies Act 2017 and operating under the auspices of Federal Board of Revenue, Government of Pakistan invites sealed bids from reputable authorized companies/suppliers, registered with relevant Authorities for Supply, Installation, Testing and Commissioning of Furniture at Bahria Complex-I office located at M.T Khan Road Karachi. The companies submitting their bids must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan.

2. 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 downloaded by the interested bidders from <u>https://docs.psw.gov.pk/tenders/</u>. Prospective bidders may request a clarification on any aspect of the bidding documents till **4**th **April**, **2022**.

3. Bids, prepared in accordance with instructions provided in the bidding documents, must reach at following address on or before **12th April**, **2022** at 1100 Hrs. Bids will be opened on the same day at 1130 Hrs. In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same. This notice is also available on PPRA website at <u>www.ppra.org.pk</u>.

Procurement Department Pakistan Single Window 2nd Floor, NTC Headquarters, Near State Bank, G-5/2, Islamabad. Phone: 051-9211129



Request for Proposal (RFP)

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE AT BAHRIA COMPLEX-I KARACHI



RFP No. PSW/PROC/ ADMN-20/2021-22

Bid Submission: 12th April, 2022 by 1100 Hrs.

Bid Opening: 12th April, 2022 at 1130 Hrs.



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INSTRUCTIONS TO BIDDERS

The objective of "Instructions to Bidders" is to provide bidders information to submit their bids in response to this Request for Proposal (RFP) document, according to the requirements defined in this RFP document and in the same order/sequence as set forth in this RFP document. Bidders are required to follow the below requirements for their bids:

- Bidders who receive the RFP documents 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 updates/communication/response to the clarifications shall be shared with such provided contact person(s). PSW assumes no liability for non-receipt of updates/communication/clarifications for such bidders who do not share the required contact details.
- 2) PSW will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing details of the bidders. An SMS/text message or phone call will not be regarded as a communication for 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 nature of the query, the bidder, in such case, will have no objection to such disclosure by PSW.
- 3) PSW may hold a prospective bidders' clarifications/pre-bid meeting at PSW Office in Islamabad or any other place in Pakistan, as may be decided by PSW, to which prospective bidders will be invited. Prospective bidders may attend the meeting at their own cost.
- 4) Bill of quantities and specifications of the required supplies and services are provided at **Annexure-I**.
- 5) For this Tender, Single Stage One Envelope Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their bids in a single package. The bids shall be properly sealed, packed and marked so that the contents are concealed and not visible. The envelope shall be clearly marked as "Bid for Supply, Installation, Testing and Commissioning of Furniture (RFP No. PSW/PROC/ADMN-20/2021-22)" in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the bidder.
- 6) The bidders will submit their bids in <u>one (01) original along with one soft copy on USB drive, in</u> <u>PDF as well as native MS Word/Excel formats.</u> All the pages of the bid must be sequentially <u>numbered.</u> Form of Bid and Price Schedule must be stamped & signed by the representative <u>authorized as per clause 6 of the Form of Bid (Annexure-III)</u>. All other pages of the bid must be <u>stamped and initialed by the representative authorized as per clause 6 of the Form of Bid.</u>
- 7) Bid bond amounting to Pak Rupees 250,000/- (Two Hundred & Fifty Thousand Only) shall be submitted in form of Pay Order or bank guarantee as per format provided at Annex-VI-A, issued by a scheduled bank in Pakistan, in favour of PSW. No bid shall be entertained without bid bond.
- 8) The bid bond may be forfeited in case of occurrence of any of the following:
 - a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
 - b) Bidder fails to extend validity period of the bid bond to match any extension of the bid validity date in accordance with the terms and conditions of this RFP.
 - c) Bidder refusing to rectify a discrepancy in submitted bid bond or Form of Bid.
 - d) Successful bidder(s), failing to:



- i) furnish the required Performance guarantee(s); and
- ii) Sign the Contract.
- 9) Bid bonds of unsuccessful bidders shall be returned to them after award of tender to the successful bidder whereas bid bond of the successful bidder shall be returned after submission of Performance Security in form of a pay order or a bank guarantee (as per the format provided at Annexure-VI-B), issued in the name of Pakistan Single Window by a scheduled bank in Pakistan.
- 10) Bid validity period will be Ninety (90) days, starting from date of opening of the bids. Within 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 bond shall be returned to them.
- 11) In case of extension of bid validity, bidders shall also extend validity of their bid bond for corresponding period of time.
- 12) Language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 13) PSW reserves the right to amend, modify, supplement, or withdraw this RFP document or extend the deadline for submission of 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.
- 14) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned at **Annexure-IV**. Bidders shall be evaluated on basis of the documents provided in their bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. Tender shall be awarded to the lowest evaluated bidder, who conforms to the mandatory requirements and specifications as per the evaluation criteria and shall be declared the successful bidder as per Public Procurement Rules 2004.
- 15) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 16) The successful bidder will be required to furnish a performance bond, amounting to ten percent (10%) of the total contract amount, in form of a Bank Guarantee issued by a scheduled bank in Pakistan as per format provided at **Annexure-VI-B**, within fifteen working days from the receipt of notice of successful bidder or the time as may be extended by PSW. If the successful bidder fails to deposit performance bond within the time stated above, PSW retains the right to cancel the notice for award of tender and the bid bond shall be forfeited.
- 17) The performance guarantees shall be returned to Successful Bidder upon successful completion of the Defects Liability Period which shall be three hundred and sixty five (365) days after testing & commissioning of respective supply.
- 18) The bids will be rejected if any shortcoming occurs in the following:
 - a. Signed "Form of Bid", as per format given in **Annexure-III**, with official stamp affixed on it is not provided;



- b. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp. Copy (whether scanned color copy or photocopy) would not be acceptable;
- c. Bid bond, as per required form and format, is not provided;
- d. Bids submitted without FBR registration certificates and bidder not being appearing on Active Taxpayer list of FBR;
- e. Bid is un-sealed, un-signed, partial, conditional, alternative, late;
- f. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with PSW or scope of this RFP;
- g. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified: and
- h. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 19) Bids shall be opened at the specified time and place in presence of authorized representatives of the bidders who choose to attend.
- 20) The bids will be evaluated as per the evaluation criteria provided at Annexure-IV.
- 21) Bidders are required to submit their financial proposal as per format provided at Annexure-V. Quoted prices must be in Pakistani Rupees (PKR) inclusive of out of pocket expenses and all kind of taxes, duties, charges/levies applicable in Pakistan. Taxes shall be withheld, as per prevailing laws, at the time of payment.
- 22) Bidders shall bear all costs/expenses associated with preparation and submission of the bids and PSW shall in no case be responsible/liable for those costs/expenses.
- 23) Any bid received by PSW after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be bidder's responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger or by mail / courier.
- 24) 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.
- 25) During bid evaluation PSW may ask bidders for presentations, demos and/or samples of their offered goods, works or services/solutions. Bidders shall arrange the same at their own cost. Further, PSW may also visit the premises and facilities of the bidders, with or without prior notice.
- 26) Bids submitted via email or fax shall not be entertained.
- 27) The successful bidder will sign a contract with PSW as per Draft attached as **Annexure-II**. All the costs for entering into said contract will be borne by the successful bidder.
- 28) PSW does not accept:
 - 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 bidders or its advisers during



the bidding process and responses to requests for information/clarifications and questions raised by a bidder; or

- b) any liability for any loss or damage suffered or incurred by the bidders 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.
- 29) The bidders agree that:
 - a) they will conduct their own investigations and analysis regarding any information, statements or representations contained in this RFP and will rely on their own enquiries and seek appropriate professional advice;
 - b) they do not rely on any representation or warranty (expressed or implied) as to the accuracy, completeness, currency, or reliability of the information.
- 30) Decision of PSW shall be final and PSW will not be liable for any loss or damage to any party acting in reliance thereon.
- 31) PSW reserves the right to blacklist any bidder and to forfeit their bid bond who breaches any terms and conditions of this RFP document.
- 32) Prospective bidders may request a clarification on any aspect of this RFP document till 4th April,
 2022. Any request for clarification must be sent in writing to procurement@psw.gov.pk.



ANNEXURE-I: Bill of Quantities and Specifications

Supply, Installation, Testing and Commissioning of Furniture. Complete in all respects

Sr.	Description / Specification	Image	Qty
1.	Staff Chair, Reception Desk Chair with High Gas Lifter, seat and back connected with 2 locks tilting mechanism, seat cushion made of Poly Urethane Foam, upholstered with high quality fabric, medium height back made in thick and good quality mesh (color to be decided by client), 5 star drip caster base, pneumatic hydraulic gas lift, with Lumber support. Plastic base with five leg bases and wheels. Imported tilt mechanism complete in all respects. Color: to be decided Size: 640x600x1000		2
2.	Staff Chair, Chair for Workstation with high back and adjustable Headrest black, 3D Arm rests, Fabric Seat, seat cushion made of Poly Urethane Foam, upholstered with high quality fabric/mesh, High back made in thick and good quality mesh (Black Color or as decided by client), Nylon base with PU Swivel Wheels 5 star drip caster base, pneumatic height adjustment, Adjustable Lumber support. Color: Black to be decided. Size: 68x65x107-117 cm Standard		144
3.	Meeting Room Chair, Chair with Seat in polyester fabric & back in Mesh fabric and adjustable PP armrest. Height adjustable gas lifter with five star pp base & PU Coated Nylon wheels (Noise Free) Imported tilt mechanism complete in all respects. Color: to be decided Size: Standard		32



Sr.	Description / Specification	Image	Qty
4.	Manager Chair hydraulic chair, seat cushion made of Poly Urethane Foam, upholstered with high quality fabric, full height back made in thick and good quality mesh (color to be decided by client), 5 star drip caster base, pneumatic hydraulic gas lift, with Lumber support. Plastic base with five leg bases and wheels. Imported tilt mechanism complete in all respects.		23
5.	Size : 630x620x1040 Revolving Chair CEO. Executive Chair with Seat & back in brown leatherette imported sponge Pu foam heavy solid frame, fixed armrest with 5 back locks titling systems. Test Load 102Kgs (BIFMA) and height adjustable gas lifter with five star heavy duty steel base & PU Coated Nylon wheels (Noise Free) complete in all respects. Color: Brown Size: 860x740x1240		1
6.	Conference Table, 17 Persons: Table with Electrical Boards & Central Leather Pad, made of 24 mm thick marine board with wood round molding for table edges and supported on 3 mm thick S.S. pipes brush 375 mm dia with 6mm thick base and top plate with veneer finish in Matt polish complete in all respects. 1. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. 2. All internal surface covered with 0.8mm thick laminate 3. All external surfaces covered with 1.0 mm thick laminate of approved colour. 4. Rates to include all necessary accessories including pop-up multi-socket boards. 5. Including polishing wherever required as per design 6. All Wood, MDF, fabrics, leathers, and finishes will be approved upon physical inspection by Client.		1



Sr.	Description / Specification	Image	Qty
	Color: Customize Size : 6300x2400x750		
7.	Cafeteria Chair, Wooden Cafeteria chair with SS Legs. Color: Wood Color Size: 700x450x650		48
8.	Meeting Table, 9 Persons Meeting Table made of melamine laminated board, leatherette Center Panel with ABS edging powder coated frame complete in all respects and cable management with pop-up multi socket board including USB ports. Color: Customize Size : 3048x1220x750		1
9.	Meeting Table , 6 Persons Meeting Table made of melamine laminated board, leatherette Center Panel with ABS edging powder coated frame complete in all respects and cable management with pop-up multi socket board including USB ports. Color: Customize Size : 2438x1220x750		1
10.	Reception Counter, Reception counter made of High Density MDF Finish with 3/4" thick MDF and 3/4" thick cement fiber board pasted on 16 swg MS pipe frame of 2" X 2" including drawer units with hardware, and fixing of corian on top and front, cladding of marble tile on front (height 4 feet) and making space for hidden light and electric sockets complete in all respects. Color: Polish. Size (feet): 5x2.5x3.5 (LxWxH)		1



Sr.	Description / Specification	Image	Qty
11.	Table with side rack & back Credenza, CDO Executive Table with Side Rack & back Credenza Classic Executive table set with Mahogany wood & Mahogany veneer and Matt finish, concealed cable handling and desk top wrapped with leatherette. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Color: Customize Size : 1830x1020x750		2
12.	Chester Field Sofa (3 Seat), Brown three seater Sofa seat with in Black leatherette, partal wooden structure, high quality foam, wooden foot complete in all respects. Executive Class Quality. Color: Brown Matte Leather 603-21D Size : 2000x840x720		10
13.	Round Table (with SS Base), Cafeteria Round Table Dia Size 36" Surface material 25 mm (1 inch) thick compressed wood melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging with SS Base. Color: Wooden Size: 910x910x760		8
14.	Straight Line Workstation (without chairs), top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging, with imported clumps set of two hanging drawers with locks. Partition Fabric and MDF Sheet Partition fabric color to be Selected by Client. Table Size: 42 x 24 x 30 lnch Color: White Size : 1066x1219x762		101



Sr.	Description / Specification	Image	Qty
15.	Team Lead Manager Table with Side Rack. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Desk top thickness is 25mm of Melamine with 2mm PVC Edging, Client's choice of colour & finish. Drawer unit included. Best Quality Lock for Drawers with 3 keys included. Including polishing wherever required as per design. 100 mm x 40 mm teak wood foot rest with polishing, All materials, fabrics and finishes will be approved upon physical inspection by Client. Color: Mahogany Veneer Size : 1500x750x750		23
16.	Round Meeting Table Desk top thickness is 25mm of Melamine with 2mm PVC Edging, Client's choice of colour & finish. Color: Nio Oak Size : 910x910x760		1
17.	CEO Executive Table with Side Rack and Back Credenza with Mahogany wood & Mahogany veneer and Matt finish, concealed cable handling and desktop wrapped with leatherette. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Classic Design Color: Mahogany Veneer Size: 1830x1020x750		1
18.	Chester Field Sofa (1 Seat), seat sofa in Brown leatherette, partal wooden structure, high quality foam, wooden foot complete in all respects, Executive Class Quality. Color: Brown Matte Leather 603-21D Size: 760x810x810		1



Sr.	Description / Specification	Image	Qty
19.	Chester Field sofa (2 Seater), in Brown leatherette partal wooden structure high quality foam wooden foot complete in all respects, Executive Class Quality. Color: Brown Matte Leather 603-21D		1
20.	Size: 1500x810x810 Single seat sofa in Black leatherette acacia wooden structure high quality foam wooden foot complete in all respects. Color: AL-10 Black Size : 600x600x450		6
21.	Back Credenza, Team Lead Manager Credenza Laminated Board Finish Color: Customize Size: 1354 W x 350 D x 670 H (mm)		23
22.	Visitor Chair for Executive Room, The structure is made of solid wood upholstered with best quality foam & leatherette polish finish. Color: Brown Mett Leather 603-21D Size: 590x610x960		6
23.	COAT HANGER (FINISHED), WOODEN Coat Hanger. COAT HANGER Color: Brown Size: 450x450x1350	T	30
24.	Full High Cabinet, Cabinet For Store Laminated Board Finish with 2mm Pvc Edging, imported handles and Locks of Good Quality, MDF Color & Size to be Approved by Client.		4



Sr.	Description / Specification	Image	Qty
	Color: Customize Size : 1016x407x2100		
25.	Executive Cabinet, Cabinet for HR/Admin Laminated Board Finish with 2mm Pvc Edging, glass in doors, imported handles and Locks of Good Quality, MDF Color and Size to be Approved by Client as per room requirement. Color: Ebony Size : 1372x407x2100		2
26.	Visitor Chair for Team Lead Manager seat and back cushion made of Poly Urethane Foam, upholstered with fabric / leatherette, steel pipe frame base. complete in all respects Color: BLACK LEATHER 97 Size: 700x450x650		46
27.	Set of Three Tables. (1 Center & 2 Corner) Top Shape Square, Manufactured Wood, Solid Ebony Veneer Base Material with stainless steel legs. Top Color Natural Polish, Storage Under Tabletop. Color: Customize Size: 1200x600x450		3
28.	Cafeteria Height Adjustable Stool in leatherette, Metal / Steel base high quality foam, complete in all respects Fabric Color to be Selected by Client. Color: Custom Size : 450x450x750		6



Sr.	Description / Specification	Image	Qty
29.	Lounge Seating Cabin AS PER PROVIDED IMAGE made in MDF Frame, wooden foot with leatherette seats and back cushions with high density foam, Size to be Standard or As Per Site Requirement. Fabric Color to be Selected by Client. Color: As per Image		4
30.	Size : StandardLounge Hanging Seating (Red Marked in Picture) with Hanging Rod and Metal Frame Floor Stand. Imported Fabric with High Density Foam as per Clients Approval. Fabric Color to be Selected by Client.Color: As per client Size: Standard		4
31.	Meeting Wooden Cabin made of 4" thick wooden frame pasted with plain MDF from all Sides, Deco Painted with High Gloss having 4 Sofa Seats (leatherette seats and back cushions with high density foam), Center Table, Sliding Doors to be 12mm Tempered Glass (Ghani or equivalent), Floor Carpet, Provision of 18 Watts SMD Ceiling Lights (minimum 02) and ceiling fan (2' x 2') as shown in Image attached (for air ventilation/circulation from HVAC system). Workmanship to matched with high class standards and specifications. Color: As per Image Size: L- 2134mm x W - 1524mm x H x 2134 mm	<image/>	1



	Description / Specification	Image	Qty
32.	CDO Executive Chair P.P Frame Fabric , P.P Frame SS Base Upholstered Leatherette PU Padded Arm Rest Fixed Arm rest Adjustable 5 Point tilting Position Steel gas lift with harmless gas. Color: Black Size: Standard		2
33.	Class Room Desk (Same as Workstation Design (sr. 14 above) without Partitions) Straight Line Workstation, Workstation as per provided picture. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs (Doolken- Germany) edging. Table Size: 42 x 24 x 30 inch. Color: Customize Size : 1066x1219x750		12
34.	Discussion Table: (Same as Workstation Design (sr. 14 above) without Partitions) Straight Line Workstation, Workstation as per provided picture. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs (Doolken- Germany) edging. Table Size: 48 x 192 x 30 lnch Color: Customize Size: 1066x1219x750	<image/>	8
35.	Adjustable TV Trolley Mobile TV Cart (universal) with Wheels		10



Sr.	Description / Specification	Image	Qty
	for 23-65 Inch LCD/LED/OLED Flat/Curved Screen TVs. Height Adjustable Shelf Trolley. Floor Stand to hold up to 55lbs. Movable Monitor Holder with Tray. Height Adjustable Tray: sturdy media shelf to hold laptops, video-conferencing systems etc. Distance from the floor to the AV shelf from 12" to 24". The wall mount plate should be adjustable. With built-in cable management in the metal column to simply organize and conceal the wires and cables in back of the stand. Robust Design: with a 20. 8"x15. 7" base and four wheels featuring locking casters for easy movability or stationary use when desired to ensure durability and added stability Material - Alloy Steel, Color-Black.	tor tor tor tor tor tor tor tor	
36.	Bean Bag: High quality, upholstery grade 100% Cotton drill fabric, Different Colors Color: Customize Size: 100 cm diameter		6

Note:

- 1. PSW requires the furniture as per design and specifications mentioned hereabove and bidders are required to quote accordingly.
- 2. Successful bidder shall be required to get the samples, color scheme, pattern etc. approved from PSW before going into production.
- 3. Successful bidder is required to complete the order within forty five (45) days of signing of contract or approval of samples by PSW whichever is later. Any delays will attract LD charges.
- 4. Quantities may vary at the time of execution of works, as per requirements of PSW. Payment shall be made as per actual number of units installed.
- 5. Where any brand, model or part number is mentioned it is given to emphasize the quality and performance standards. Bidders may quote brands/products equivalent in quality and performance standards to the mentioned brand, model or part number.



- 6. The supply shall be governed by a Defects Liability Period (DLP) of three hundred and sixty five (365) days starting from successful testing and commissioning of the furniture. The date regarding the same mentioned on the GRN, or the GRN date in absence of any specific mentioning of commissioning date, shall be considered as the date of successful commissioning.
- 7. Bidders are required to quote for all the items as mentioned in the BOQ, partial quotes shall not be accepted and will render the bid disqualified.
- 8. Any item which is not quoted, or against which no price is mentioned, by a bidder shall deemed to be included in the bid price and the bidder, if successful, shall be required to deliver all items within the bid price.



ANNEXURE II: DRAFT CONTRACT

 THIS CONTRACT FOR SUPPLY OF GOODS is made at [_____],

 Pakistan on this [__] day of [_____] 20[__] by and between:

 Pakistan Single Window (PSW) a company registered under Companies Act 2017 and having its registered office at 2nd Floor, NTC HQ, near State Bank, G-5/2, Islamabad (the "Purchaser", which expression, where the context so permits, shall include its successors in interest and assigns)

AND

(2) [_____], a company organized and existing under the laws of Pakistan with its head office located at [____] (the "**Supplier**", which expression, where the context so permits, shall include its successors in interest and permitted assigns).

The Purchaser and the Supplier are hereinafter also collectively referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS AND OBJECTIVE

1. Definitions and Interpretation

- 1.1.1. "Annexure" means the Annexure to the Contract.
- 1.1.2. "Clause" means the x` of the Contract.
- 1.1.3. "Completion Certificate" means the certificate issued by the Purchaser to the Supplier under Clause 11.
- 1.1.4. "Contract Price" means the total value of the Goods specified in Clause 19.
- 1.1.5. "Contract" means this Contract, and includes the Annexures hereto.
- 1.1.6. "Day" means a calendar day.
- 1.1.7. "Declaration of Integrity" means the form of Declaration of Integrity specified in Clause 31.
- 1.1.8. "Deliver", "Delivered", and "Delivery" means the act of selling, having sold, or sale the Goods, and includes the act of installing, commissioning and testing, having installed, commissioned and tested, and installation, commission and test respectively.



- 1.1.9. "Effective Date" means the date notified by the Purchaser pursuant to Clause 39.
- 1.1.10. "Final Acceptance Test" or "FAT" means the final acceptance test carried out by the Purchaser before issuance of Completion Certificate.
- 1.1.11. "Force Majeure" means the event or circumstance specified in Clause 18.
- 1.1.12. "Goods" means Furniture Delivered or to be Delivered to the Purchaser by the Supplier under Clause 4.1.
- 1.1.13. "Government" means the Government of Pakistan and includes any entities owned or controlled by it.
- 1.1.14. "Objective" means the objective of the Contract as specified in Clause 2.
- 1.1.15. "Performance Guarantee" means the bank guarantee furnished or to be furnished by the Supplier to the Purchaser under Clause 12.
- 1.1.16. "RFP" means the Request for Proposal documents issued by the Purchaser against which the Supplier has submitted its bid and declared as successful bidder. RFP and Tender Documents may be used alternatively.
- 1.1.17. "Site" means the place provided by the Purchaser where Supplier will Deliver the Goods i.e. PSW Office located at 5th Floor, Bahria Complex-I, MT Khan Road, Karachi.
- 1.1.18. "Spare Parts" means the spare parts Delivered or to be Delivered to the Purchaser by the Supplier under Clause 5.1.
- 1.1.19. "Specifications" means the technical specifications and standards, and includes the Purchaser's requirements, established under Clause 2.1.
- 1.1.20. "Time for Completion" means the time for Delivery of Goods as specified in Clause 17.
- 1.1.21. "Warranty Period" means the warranty period for the Goods as specified in Clause 8.2.
- 1.1.22. "Warranty/Guarantee Certificate" means the Warranty/Guarantee Certificate issued by the Supplier under Clause 7.2.
- 1.1.23. "Year" means a calendar year.
- 1.2. Words importing singular shall include plural and vice versa.



- 1.3. A reference to a person shall include firms and legal entities.
- 1.4. A reference to one gender shall include the other gender where the context requires.
- 1.5. The headings in the Contract are inserted for convenience of reference only and are not intended to be part of or to affect the provisions thereunder.

2. Objective of the Contract

- 2.1. The Supplier shall be responsible for timely Delivery of Goods meeting the technical specifications, standards and requirements specified in **Annexure A** at the Site subject to the terms and conditions of this Contract.
- 2.2. The Supplier shall accordingly carry out all activities that are attributable to it as its responsibility under this Contract.

EXECUTION OF THE PROJECT

3. Sale of Goods

The Supplier shall sale and Deliver the Goods to meet the Objective in accordance with the terms and conditions of the Contract.

4. The Goods

- 4.1. The Supplier shall Deliver to the Purchaser the Goods specified in Annexure A.
- 4.2. The Supplier represents and warrants that the Goods specified in **Annexure A** are sufficient in all respects, including quantity and quality, to fully achieve the Objective. If during execution of the Contract any other goods are deemed necessary for fully achieving the Objective, then such goods shall be delivered to the Purchaser by the Supplier without additional cost to the Purchaser.
- 4.3. The Supplier shall ensure that Goods delivered must be brand new from current production, strictly conforming to specifications, unused and will not contain used or repaired parts, free from defects in material and to the complete satisfaction of the Purchaser.
- 4.4. The Supplier will ensure that Goods have a serial number, model number, date of manufacture, or some other similar identification.
- 4.5. The Supplier shall provide to the Purchaser free of cost all original standard publications, catalogues, technical literature, technical / operational manuals, manufacturer's specifications and packing details, and acceptance test procedure with the Goods.



- 4.6. Title, risk of loss and damage of Goods will pass from Supplier to Purchaser upon Delivery by Supplier to Purchaser. Supplier will provide to Purchaser, a certificate of origin stating the country of origin for the Goods upon Purchaser's request.
- 4.7. Any acceptance of Goods by Purchaser will not be a waiver of the Supplier's obligations in any respect thereof under this Contract.

5. Spare Parts

Not Used.

6. Licenses

Not Used.

7. Terms and Conditions of Shipment

- 7.1. Goods shall be supplied to the Purchaser on the terms and conditions specified herein.
- 7.2. The Goods shall be accompanied by the Supplier's Warranty/Guarantee Certificate, regarding the quality and quantity subject to these being technically checked and tested where necessary and accounted for on arrival at the Purchaser's ware-house/site. The Supplier will render Warranty/Guarantee Certificate in duplicate to the Purchaser, as soon as the Goods have reached the site. During installation and commissioning if any Goods are found faulty, the Supplier will replace those free of cost. It will be obligatory for the Supplier to identify the Goods by inscribing thereon or attaching thereto a Warranty label to the following effect.

WARRANTY

Expiry Date: []
Supplier's Name: []

- 7.3. The Warranty/Guarantee shall remain valid for a period of twelve (12) months from the date of Completion Certificate.
- 7.4. In case the Goods, on checking and testing after receipt at the Purchaser's Site, are found to be not in conformity with the Specifications, the Supplier will immediately replace the rejected Goods by acceptable Goods free of cost and without any obligation to the Purchaser. Rejected Goods will be disposed off by the Supplier under its own arrangements.

8. Warranties

8.1. The Supplier warrants that the quality of all the Goods Delivered hereunder shall comply in all respects with the requirements of any statutory enactment, rule,



regulation, order, contract or any other instrument having the force of law, which may be in operation at the time of Delivery of the Goods.

- 8.2. Unless otherwise specified for particular Goods, the warranty period for the Delivered Goods shall be twelve (12) months from the issuance of the Completion Certificate.
- 8.3. If any Goods become defective within the Warranty Period other than as a result of a failure of the Purchaser to use the Goods in accordance with the written instructions provided by the Supplier to the Purchaser, then the Supplier shall repair or replace the defective Goods as soon as is reasonably practicable following a request from the Purchaser. The Supplier shall forthwith collect all such defective Goods or the Purchaser shall return the Goods to the Supplier at the Supplier's risk and expense. If the defective Goods are incapable of being replaced or repaired then the Supplier shall refund to the Purchaser the total Price paid by the Purchaser to the Supplier for such Goods.
- 8.4. The Supplier warrants that the Goods are now free, and that at the time of Delivery shall be free from any security interest or other lien or encumbrance. If any such lien will attach or any claim for such is filed, Supplier will immediately procure the discharge thereof without any further cost to the Purchaser.
- 8.5. The Supplier warrants that it neither knows nor has reason to believe the existence of any outstanding title or claim of title hostile to the rights of the Supplier in the Goods.

9. Purchaser's Options on Non-Delivery of Goods

- 9.1. The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:
 - 9.1.1. To cancel the Contract and forfeit the Performance Guarantee; or
 - 9.1.2. To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% but not less than 1% of the itemized prices of the un-Delivered Goods for each and every day, or part thereof thereafter, beyond the specified dates of Delivery during which these may not be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or
 - 9.1.3. To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this



default to the extent necessary, by canceling the Contract, either wholly or for the un-Delivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

9.2. The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

10. Acceptance of Goods

10.1. The acceptance of the Goods is contingent upon the successful completion of the FAT of the Goods in accordance with the terms of the Contract.

11. Completion Certificate

- 11.1. The Purchaser shall, upon satisfactory completion of the FAT, issue a Completion Certificate to the Supplier in form of a Goods Receipt Note (GRN) as acknowledgement of the complete Delivery of Goods.
- 11.2. The Supplier shall, install, commission, test and commission the Delivered Goods at Site.

SUPPLIER'S GENERAL OBLIGATIONS

12. Performance Guarantee

- 12.1 The Supplier shall furnish to the Purchaser a performance guarantee in the form of a bank guarantee as per format provided by Purchase in the RFP, for satisfactory implementation of the Contract in an amount equal to ten percent (10%) of the Contract Price.
- 12.2 The Performance Guarantee shall be endorsed in favor of the Purchaser who shall be entitled to seek encashment of the same without recourse to the Supplier.
- 12.3 The Performance Guarantee shall be valid for a period of thirteen (13) months after the issuance of the Completion Certificate.
- 12.4 If Time for Completion is extended, the Supplier shall arrange extension of the Performance Guarantee accordingly. If the Performance Guarantee is not extended by thirty (30) days prior to its expiry date, the Purchaser shall be entitled to encash the same without recourse to the Supplier.
- 12.5 The Purchaser shall be entitled to encash the Performance Guarantee in the event of unsatisfactory performance or any material breach of the Contract. The Performance Guarantee shall be returned to the Supplier by the Purchaser upon



the expiry of thirteen (13) months after the issuance of the Completion Certificate.

13. Indemnity

- 13.1. The Supplier shall remain responsible for the Delivered Goods, which shall be fit for the intended purposes of the Contract and it shall also remain responsible for any infringement of any patent or copyright in respect of the same.
- 13.2. The Supplier agrees to indemnify the Purchaser from and against all liabilities, losses and costs of any kind which relate to any misrepresentation or breach of warranty under the Contract.
- 13.3. The obligation to indemnify shall include all reasonable costs and expenses, including but not limited to disbursements and legal fees.

14. Confidentiality

- 14.1. The Supplier and its employees shall not communicate any information relating to the Delivery of Goods to any person not authorized in writing by the Purchaser. Failure to observe this Clause will render the Supplier to legal action.
- 14.2. The obligations set forth herein shall survive the cancellation or termination of the Contract for any reason.
- 14.3. The Supplier acknowledges and agrees that any breach of the terms of this Clause would cause irreparable harm to the Purchaser and agrees that the Purchaser shall be entitled, in addition to whatever remedies may otherwise be available under the Contract or at law, to injunctive relief or other applicable equitable remedies with respect to any such actual or threatened breach.
- 14.4. The Purchaser acknowledges that the Supplier may be required by law of land to provide specific information in the Contract to governmental authorities within Pakistan and agrees that this shall not be interpreted as a breach of confidentiality.

PURCHASER'S OBLIGATIONS

15. Access to Site

15.1 The Purchaser shall grant the Supplier access to the Site for the supply, installation, commissioning, testing, supervision, operation and maintenance of the Goods, and provision of training to the Purchaser's personnel.



16. Purchaser's Representatives

- 16.1 The Purchaser shall authorize one or more of its personnel to act for it under the Contract and notify their name(s) to the Supplier forthwith.
- 16.2 The Purchaser may also appoint a firm or individual to carry out certain duties and notify the name(s) to the Supplier from time to time.
- 16.3 The Purchaser shall notify the Supplier of the delegated duties and authority of the Purchaser's representative(s) and appointee(s).

TIME FOR COMPLETION

17. *Time Schedule and Term*

- 17.1 The Supplier shall Deliver the Goods within forty-five (45) days of the Effective Date. The timely Delivery of Goods by the Supplier is the essence of the Contract.
- 17.2 The Supplier shall commence the Delivery of Goods on the Effective Date, proceed expeditiously and without delay, and complete the Delivery within the Time for Completion.
- 17.3 The Supplier shall be entitled to an extension to the Time for Completion if it is or will be delayed by Force Majeure. On receipt of an application from the Supplier, the Purchaser shall consider all supporting details provided by the Supplier and shall extend the Time for Completion as appropriate.
- 17.4 If the Supplier fails to complete the Delivery within the Time for Completion, the Supplier shall be liable to the Purchaser for such failure and pay liquidated damages as provided in Clause 9, for which it fails to complete the Delivery.
- 17.5 The Supplier shall be entitled, to an extension of the Time for Completion if and to the extent that completion is or will be delayed by any cause(s) attributable to the Purchaser. If the Supplier considers itself to be entitled to an extension of the Time for Completion, it may, after giving a reasonable opportunity to the Purchaser to cure any apparent delay, give notice to the Purchaser specifying the reason for the delay attributable to the Purchaser. When determining each extension of time, the Purchaser shall review previous determinations and may increase, but shall not decrease, the total extension of time.

18. Force Majeure

18.1 "Force Majeure" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not reasonably have provided against



before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

- 18.2 The Supplier shall, within seven (07) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Supplier for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event, act or circumstance. Non-availability of raw material for the manufacture of the Goods or export permit for the export of the Goods from the country of its origin shall not constitute "Force Majeure."
- 18.3 If by reason of "Force Majeure" the Goods are not delivered by the due date, then the Delivery Period may be extended appropriately for the purpose, provided the said Goods shall be ready to be delivered within thirty (30) days of the stipulated delivery date. If the said Goods are not ready to be delivered after the lapse of thirty (30) days as aforementioned, then the Purchaser shall have the right to cancel the Contract by informing the Supplier of the cancellation in writing. This, however, will not apply to consignments of Goods already accepted and delivered according to the terms of the Contract. The Supplier shall not be entitled to any compensation whatsoever as a result of this cancellation.

CONTRACT PRICE AND TERMS OF PAYMENT

19. Contract Price

19.1. 1 includes /only) which all taxes. duties. levies. only (logistics/transportation, labour etc. for delivery at Purchaser's premises and installation, testing and commissioning thereof. Payment for the Goods shall be based on the itemized amounts specified in Annexure A.

20. Terms of Payment

- 20.1 Payment for the supply of Goods of the itemized amounts thereof, after deduction of the applicable taxes and duties, shall be made within thirty (30) days upon receipt of error free invoice from Supplier.
- 20.2 Upon successful commissioning of Goods, the Supplier shall get the Completion Certificate (GRN) from Authorised Representative of Purchaser as mentioned at Clause 36.1 and attach the same with its original invoice, addressed to Manager Financial Operations, PSW and submit the same to the Finance department of Purchaser for processing of payment.



20.3 Supplier shall attach original Completion Certificate (GRN) along with supporting documents (signed delivery challan, tax exemption certificates (if any) etc.) with its invoice. Invoice without said documents shall be considered ineligible for payment processing.

TERMINATION AND DISPUTE SETTLEMENT

21. Termination

- 21.1 If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods in the actual possession of the Purchaser.
- 21.2 In the case of remainder of the undelivered Goods, the Purchaser may select either:
 - 21.2.1 To have any part thereof completed and take the delivery thereof at the itemized prices, or
 - 21.2.2 To cancel the residue and pay to the Supplier for the Goods in the actual possession of Supplier in which case Goods in the possession of Supplier shall be delivered by the Supplier.
- 21.3 No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.

22. Dispute Resolution

- 22.1 All matters of dispute or difference, except regarding rejection of the Goods by the Purchaser, the settlement of which is not otherwise specially provided for in the Contract and which cannot be amicably solved within thirty (30) days after claim proposed by one Party to the other Party, shall be referred for adjudication to two arbitrators, one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court of Pakistan shall appoint the umpire.
- 22.2 The arbitration proceedings shall be held in Pakistan.
- 22.3 The decision and award of the arbitrators shall be based on the provisions of the Contract. The arbitrators shall render a detailed written decision, which includes



their findings of fact and applicable rules of law. The cost of arbitration shall be included in any award made.

22.4 The decision or award of the arbitrators shall be final and binding on the Parties and may be executed against them in a court of competent jurisdiction.

23. Continuing Obligation

Each Party shall continue to fulfill its obligations pending resolution of any dispute or difference arising out of or relating to the Contract.

24. Governing Law and Jurisdiction

24.1. The Contract shall be governed by and construed in accordance with the laws of Pakistan and the Pakistani courts shall have sole jurisdiction in relation to all matters arising out of these terms.

MISCELLANEOUS

25. Representations and Warranties of Supplier

The Supplier represents and warrants that the person, signing the Contract or any other document forming part of the Contract on behalf of the Supplier, has authority to bind the Supplier to the terms and conditions of the Contract.

26. Responsibility for Contract

It is clearly understood and agreed by the Supplier that the Purchaser is solely responsible for the Contract.

27. Modifications and Severability

- 27.1. No modification, alteration, or amendment of any provision hereof shall be binding unless contained in writing and signed by the Parties duly authorized representatives.
- 27.2. If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected.

28. Waiver

- 28.1. Failure or neglect by either party to enforce at any time any of the provisions hereof shall:
 - 28.1.1. Not operate or be construed or deemed to be a waiver of its rights hereunder;



- 28.1.2. Not justify any other or further default whether of a like or different character;
- 28.1.3. Not prejudice its rights to take subsequent action.
- 28.2. No waiver by a Party of any default by the other Party in the performance of any of the obligations under the Contract shall be effective unless in writing duly executed by an authorized representative of the Party.
- 28.3. No approval or consent or absence of comment by the Purchaser or the Purchaser's representative shall affect the Supplier's obligations.

29. Taxes

- 29.1. Any tax, duty or fee, imposed on the Supplier, its sub-Suppliers or employees, as a consequence of executing the Contract, shall be the obligation of the Supplier. The Contract Price shall not be adjusted for any of these costs.
- 29.2. The Supplier shall accordingly pay for all such taxes, duties and fees, as required by the laws of Pakistan.
- 29.3. The Supplier shall indemnify and hold the Purchaser harmless against and from the consequences of any failure to do so.
- 29.4. Where required under the laws of Pakistan, the Purchaser shall withhold or deduct any tax, duty or fee, from any payment to Supplier as may be required under the laws of Pakistan. In doing so, the Purchaser shall be entitled to take benefit of any lawful concessions and exemptions provided under the laws of Pakistan.
- 29.5. In case of any change in taxes during execution of contract, the same shall be adjusted as per law.

30. Assignment

30.1. The Supplier shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms of the Contract. The Supplier shall not assign the Contract to any third party without the prior written consent of the Purchaser. Any unauthorized assignment in violation of the Contract shall be void and without legal effect.

31. Declaration of Integrity

31.1. The Supplier shall furnish a declaration of integrity in the form attached hereto as Annexure B, regarding any fees, commission and brokerage etc. paid or intended to be paid by it in connection with the procurement of the Contract.

32. Annexures

32.1. The Annexures are an integral part of the Contract:



Annexure A:	Bill of Quantities
Annexure B:	Declaration of Integrity

33. Entirety

33.1. The Contract replaces and supersedes any and all other prior written or oral representations, negotiations, or other communications of every kind pertaining to the formation and execution of the Contract.

34. Amendment

34.1. The Contract may be varied or amended only by mutual consent of the Parties given in writing.

35. Authority

35.1. Nothing in the Contract shall be construed to give any Party, and no Party shall hold itself out to have, the authority or power to enter into any obligation on behalf of the other Party except as specifically authorized by the other Party in writing.

36. Correspondence

- 36.1. All correspondence shall be in writing, in the English language, and sent by registered mail, electronic mail or courier service, acknowledgement due, addressed as follows:
 - (i) If to the Purchaser:

	Attention:	[]
	Designation:	[]
	Address:	[]
		[]
		[].
	Fax No:	[]
	E-mail:	[]
(ii)	If to the Supplier:	
	Attention:	
	Designation:	
	Address:	M/s []
	Fax No:	[]



E-mail: [_____

- 36.2. Correspondence shall be sent to such other postal address or E-mail address as a Party may notify from time to time to the other Party in accordance with this Clause.
- 36.3. Correspondence sent as above shall be deemed to have been received once delivery receipt has been generated for both courier delivery of electronic mail.

37. Language

37.1. The English text of the Contract shall be treated as the authentic text for all purposes including interpretation.

38. Conditions of Effectiveness

38.1. The Contract shall become effective on the date the same is signed by both parties.

39. *Effective Date*

39.1. The Purchaser shall notify the date of effectiveness of the Contract to the Supplier immediately after the fulfillment of all the conditions of effectiveness specified above. The Contract shall remain valid for a period beyond twelve (12) months from issuance Completion Certificate.

40. Order of Precedence

- 40.1. 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 be incorporated therein:
 - a. This Contract;
 - b. The annexures/appendices/schedules to this Contract;
 - c. Supplier's response to the clarifications during tender evaluation process;
 - d. Bid of the Supplier;
 - e. Responses of PSW to the pre-bid clarifications; and
 - f. Complete RFP

IN WITNESS WHEREOF, the Parties have caused the Contract to be signed in duplicate at the place and on the date set forth above.

[_____]



for and on behalf of Purchaser for and on behalf of Supplier

WITNESSES

[_____] [_____] _____]



ANNEXURE A: Bill of Quantities

[BOQ to be inserted, as per successful bid, at the time of formalization of contract]



ANNEXURE B: DECLARATION OF INTEGRITY

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 (GoP) or the Purchaser or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, Supplier represents and warrants that it has fully declared the brokerage, commission, fees 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, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation 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.

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 transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights and remedies available to the PSW under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, Supplier agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by 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 the Purchaser.



ANNEXURE-III: FORM OF BID

Pakistan Single Window 2nd Floor, NTC HQ, G-5/2, Islamabad.

Reference your RFP document No. PSW/PROC/ ADMN-20/2021-22 for Supply, Installation, Testing and Commissioning of Furniture at Bahria Complex-I, Karachi.

- 1. We, hereby submit our complete bid along with all the requirements as per the RFP document. We acknowledge that PSW is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
- 2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of subject RFP for the whole bidding process.
- 3. We agree to abide by this Tender for a period of ninety (90) days from the 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 **[name of company (bidder)]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with PSW or scope of subject tender.
- 5. We submit herewith our bid as one (01) original along with one (01) soft copy on USB drive in PDF as well as native MS Word/Excel formats.
- 6. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the company (bidder)] 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 shall and shall always be deemed to have been done by us.
- 7. We certify that, should we be awarded the contract, the resources who are to be assigned to the given project will be available to commence performance of the work within agreed timelines, and will remain available to perform the work. Furthermore, for any proposed person who is not our employee, we hereby certify that we have written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement. We further certify that the proposed person is aware that overtime may be required and is willing to comply.
- 8. 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.



- 9. We have gone through the terms/conditions of subject RFP document and have found the document in whole as non-biased to any company / Vendor / 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.
- 10. 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, forfeiture of our bid bond and our disqualification.
- 11. 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.
- 12. We acknowledge that PSW reserves the right to blacklist any bidder or to forfeit its bid bond who breaches any terms and conditions of this RFP document.

We remain,

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature:_____ Name and Title of Signatory: _____ Name & Address of Firm: _____ Cell No. of Signatory: _____ e-mail address of Signatory: _____ Mailing address of Signatory: _____

Acceptance by representative authorised as per Clause 6 above:

Signatures of Authorised R	epresentative:	
Name and Title:		
Name & Address of Firm:		
Cell No.:		
e-mail address:		
Mailing address:		



ANNEXURE-IV: EVALUATION CRITERIA

- 1. Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned herein. Bidders shall be evaluated only on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g. company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength etc. must be available and clearly identified in the bid.
- 2. In addition to the documents mentioned at serial 1 above, bidders shall provide the following. Bids of the bidders who do not fulfil the below requirements shall be considered as disqualified.
 - a. Copies of their NTN and GST registration certificates. The bidders should be on Active Taxpayers List of FBR;
 - b. Incorporation/ Company registration certificates with relevant authorities (SECP, registrar of firms etc.);
 - c. Proof of established offices/branches in Karachi;
 - d. Signed & stamped Form of Bid as per the format given at Annexure-III; and
 - e. Bid bond.
- 3. If any discrepancy is found in the bid bond or form of bid of a bidder, the same shall be communicated to said bidder for rectification. If the bidder declines or fails to rectify the discrepancy, its bid shall be disqualified and submitted bid bond shall be forfeited.
- 4. The evaluation committee shall evaluate the bids on the basis of responsiveness to the mandatory conditions, conformity with the specifications and evaluation criteria provided herein. The following criteria shall be used for evaluating competencies of the bidders.
- 5. The Bidders must fulfil the following mandatory requirements to qualify:

S/N	Attributes	Mandatory
1.	Fulfillment/meeting all the technical specifications/requirements of items as mentioned in the RFP.	Yes
2.	The Bidder must possess valid NTN & GST registration.	Yes
3.	In case the bidder is not an OEM, authorization/partnership certificates from OEM of quoted items.	Yes
4.	The Bidder must be in furniture manufacturing/supply business for at least five (05) years.	Yes
5.	The Bidder must have completed minimum five (05) similar projects (as sole contractor or in case of JV as a lead member having its share of work not less than the amount mentioned herein), amounting to minimum of Pak Rupees Twenty Million each, in Pakistan in last five (05) years.	Yes



6.	Bidder must have average annual turnover of minimum PKR 50 million in last three (03) years.	Yes
7.	The Bidder must not have any contract non-performance or litigation in last three (03) years.	Yes
8.	Bidder must be a registered company/firm (incorporation/registration certificate to be provided).	Yes
9.	The Bidder must be a single legal entity and not be a consortium of firms or a joint venture.	Yes
10.	The bidder must have an established office setup in Karachi.	Yes
11.	The Bidder must attach bid bond with its bid.	Yes
12.	The Bidder must attach signed Form of Bid.	Yes
13.	The Bidder must attach duly filled in and signed & stamped Annex-V: Price Schedule with its bid.	Yes

In order to show fulfilment of abovementioned mandatory requirements, the Bidders are required to submit the following documents with their bids <u>and use the following table as index</u>:

S/N	Attributes	Reference Page in Bid	Points (Applicable only in case of tie in quoted rates)
1.	Complete Company Profile. Bidders to provide: Form A "Bidder's Information Sheet" provided herein along with complete company profile.		-
2.	NTN & GST registration certificates.		-
3.	Certificate of registration/incorporation issued by SECP, registrar of firms etc.		5 years = 5 6-7 years = 7 More than 7 = 10
4.	Must be an OEM of furniture items. Bidders to provide: Confirmation of being an OEM, along with manufacturing facility details, on company letter head.		
5.	In case the bidder is not an OEM, authorization/partnership certificates from OEM of quoted items. Bidders to provide:		



	OEMs authorization letter / partnership certificate.	
6.	The Bidder must be in furniture manufacturing/supply business for at least five (05) years. Bidders to provide: Confirmation on bidder's letterhead.	5 years = 5 6-7 years = 7 More than 7 = 10
	The Bidder must have completed minimum five (05) similar projects (as sole contractor or in case of JV as a lead member having its share of work not less than the amount mentioned herein), amounting to minimum of Pak Rupees Twenty Million each, in Pakistan in last five (05) years.	
7.	Bidders to provide: Details & supporting documents to be provided as per Form B "Bidder's Past Experience" provided herein.	5 projects = 5 6-7 projects = 7 More than 7 = 10
	Copies of contracts, purchase/work orders or invoices to be provided. Claims without supporting documents shall not be accepted.	
8.	Bidder must have average annual turnover of minimum PKR 50 million in last three (03) years.Bidders to provide:Audited financial statement of last three years.	50 million = 5 50-70 million = 7 More than 70 million = 10
	The Bidder must not have any contract non- performance or litigation in last three (03) years.	
9.	Bidders to provide: Form C: "Historical Contract Non-performance & Litigation History" provided herein.	
10.	The Bidder must be a single legal entity and not be a consortium of firms or a joint venture. Bidders to provide: Confirmation on bidder's letterhead.	
11.	Details of established office setup in Karachi.	
12.	Bid bond amounting to Rs. 250,000/- in the form of pay order or bank guarantee issued by a Scheduled Bank of Pakistan, in favour of PSW.	-



13.	Signed Form of Bid with official stamp affixed on it as per the format given in <u>Annex-III</u> .	-
14.	Duly filled in and signed & stamped <u>Annex-V:</u> <u>Price Schedule</u> .	-



Form A: Bidder's Information Sheet

	Bidder's Information		
Bidder's legal name			
Bidder's country of constitution			
Bidder's year of constitution (SECP/Registrar of firm's certificate to be attached)			
Bidder's legal address in country of constitution			
Details of Bidder's office setup in Karachi			
Attached are copies of the following documents:			
□ 1. SECP/Registrar of firm's certificate to be attached			
□ 2. In case of a government-owned enterprise, any additional documents not covered under			

1 above required to comply



Form B: Bidder's Past Experience

Past Projects			
Contract/Project No.	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	□ JV/Consortium Partner □ Subcontractor	
Total Contract Amount	PKR		
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's name Address Telephone number Fax number E-mail			
	Description of the ma	jor supplied items	

Note:

- 1. Bidders to use one form per contract/project.
- 2. Bidders to attach supporting documents in form of copies of contracts, purchase/work orders or invoices etc. to be provided. Claims without supporting documents shall not be accepted.



Form C: Historical Contract Nonperformance & Litigation History

Each Bidder must fill out this form to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

	A. History of Nonperforming Contracts				
No nonp	 Choose one of the following: No nonperforming contracts. Below is a description of nonperforming contracts involving the Bidder. 				
YearDescriptionAmount of Nonperformed Portion of Contract (PKR)Total Contr Amount (PH)					
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]		

B. Pending Litigation and Arbitration				
No pendi	 Choose one of the following: No pending litigation and arbitration. Below is a description of all pending litigation and arbitration involving the Bidder. 			
Year	Matter in Dispute	Value of Pending Claim (PKR)	Value of Pending Claim as a Percentage of Net Worth	
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Purchaser" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]	



ANNEXURE-V: PRICE SCHEDULE

Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
1.	Staff Chair, Reception Desk Chair with High Gas Lifter, seat and back connected with 2 locks tilting mechanism, seat and back cushion made of Poly Urethane Foam, upholstered with fabric / leatherette, 5 star drip caster base, pneumatic hydraulic gas lift, with Lumber support. Plastic base with five leg bases and wheels. Imported tilt mechanism complete in all respects. Color: Fabrics Size: 640x600x1000	2		
2.	Staff Chair, Chair for Workstation with high back and adjustable Headrest black, 3D Arm rests, Fabric Seat, seat cushion made of Poly Urethane Foam, upholstered with high quality fabric/mesh, High back made in thick and good quality mesh (Black Color or as decided by client), Nylon base with PU Swivel Wheels 5 star drip caster base, pneumatic height adjustment, Adjustable Lumber support. Color: Black to be decided. Size: 68x65x107-117 cm Standard	144		
3.	Meeting Room Chair, Chair with Seat in polyester fabric & back in Mesh fabric and adjustable PP armrest. Height adjustable gas lifter with five star pp base & PU Coated Nylon wheels (Noise Free) Imported tilt mechanism complete in all respects. Color: Black Size: 640x580x1035	32		
4.	Manager Chair hydraulic chair, seat and back Polyurethane foam covered with fabric / leatherette, 5 star drip caster base, pneumatic hydraulic gas lift, with Lumber support. Plastic base with five leg bases and wheels. Imported tilt mechanism complete in all respects. Color: BLACK LEATHER Size : 630x620x1040	23		

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



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
5.	Revolving Chair CEO. Executive Chair with Seat & back in brown leatherette imported sponge Pu foam heavy solid frame, fixed armrest with 5 back locks titling systems. Test Load 102Kgs (BIFMA) and height adjustable gas lifter with five star heavy duty steel base & PU Coated Nylon wheels (Noise Free) complete in all respects. Color: Brown Size: 860x740x1240	1		
6.	Conference Table, 17 Persons: Table with Electrical Boards & Central Leather Pad, made of 24 mm thick marine board with wood round molding for table edges and supported on 3 mm thick S.S. pipes brush 375 mm dia with 6mm thick base and top plate with veneer finish in Matt polish complete in all respects. 1. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. 2. All internal surface covered with 0.8mm thick laminate 3. All external surfaces covered with 1.0 mm thick laminate of approved colour. 4. Rates to include all necessary accessories including pop-up multi-socket boards. 5. Including polishing wherever required as per design 6. All Wood, MDF, fabrics, leathers, and finishes will be approved upon physical inspection by Client. Color: Customize Size : 6300x2400x750	1		
7.	Cafeteria Chair, Wooden Cafeteria chair with SS Legs. Color: Wood Color Size: 700x450x650	48		



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
8.	Meeting Table, 9 Persons Meeting Table made of melamine laminated board, leatherette Center Panel with ABS edging powder coated frame complete in all respects and cable management with pop-up multi socket board including USB ports. Color: Customize Size : 3048x1220x750	1		
9.	Meeting Table , 6 Persons Meeting Table made of melamine laminated board, leatherette Center Panel with ABS edging powder coated frame complete in all respects and cable management with pop-up multi socket board including USB ports. Color: Customize Size : 2438x1220x750	1		
10.	Reception Counter, Reception counter made of High Density MDF Finish with 3/4" thick MDF and 3/4" thick cement fiber board pasted on 16 swg MS pipe frame of 2" X 2" including drawer units with hardware, and fixing of corian on top and front, cladding of marble tile on front and making space for hidden light and electric sockets complete in all respects. Color: Polish. Size: 5x2.5x2.5	1		
11.	Table with side rack & back Credenza, CDO Executive Table with Side Rack & back Credenza Classic Executive table set with Mahogany wood & Mahogany veneer and Matt finish, concealed cable handling and desk top wrapped with leatherette. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Color: Customize Size : 1830x1020x750	2		
12.	Chester Field Sofa (3 Seat), Brown three seater Sofa seat with in Black leatherette, partal wooden structure, high quality foam, wooden foot complete in all respects. Executive Class Quality.	10		



Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
Color: Brown Matte Leather 603-21D Size: 2000x840x720			
Round Table (with SS Base), Cafeteria Round Table Dia Size 36" Surface material 25 mm (1 inch) thick compressed wood melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging with SS Base. Color: Wooden Size: 910x910x760	8		
Straight Line Workstation (without chairs), top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging, with imported clumps set of two hanging drawers with locks. Partition Fabric and MDF Sheet Partition fabric color to be Selected by Client. Table Size: 42 x 24 x 30 lnch	101		
Color: White Size: 1066x1219x762			
Team Lead Manager Table with Side Rack. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Desk top thickness is 25mm of Melamine with 2mm PVC Edging, Client's choice of colour & finish. Drawer unit included. Best Quality Lock for Drawers with 3 keys included. Including	23		
polishing wherever required as per design. 100 mm x 40 mm teak wood foot rest with polishing, All materials, fabrics and finishes will be approved upon physical inspection by Client. Color: Mahogany Veneer Size: 1500x750x750			
	Color: Brown Matte Leather 603-21D Size: 2000x840x720 Round Table (with SS Base), Cafeteria Round Table Dia Size 36" Surface material 25 mm (1 inch) thick compressed wood melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging with SS Base. Color: Wooden Size: 910x910x760 Straight Line Workstation (without chairs), top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging, with imported clumps set of two hanging drawers with locks. Partition Fabric and MDF Sheet Partition fabric color to be Selected by Client. Table Size: 42 x 24 x 30 Inch Color: White Size: 1066x1219x762 Team Lead Manager Table with Side Rack. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Desk top thickness is 25mm of Melamine with 2mm PVC Edging, Client's choice of colour & finish. Drawer unit included. Best Quality Lock for Drawers with 3 keys included. Including polishing wherever required as per design. 100 mm x 40 mm teak wood foot rest with polishing, All materials, fabrics and finishes will be approved upon physical inspection by Client.	Color: Brown Matte Leather 603-21D Size: 2000x840x720IterationRound Table (with SS Base), Cafeteria Round Table Dia Size 36" Surface material 25 mm (1 inch) thick compressed wood melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging with SS Base.8Color: Wooden Size: 910x910x7608Straight Line Workstation (without chairs), top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging, with imported clumps set of two hanging drawers with locks. Partition Fabric and MDF Sheet Partition fabric color to be Selected by Client.101Table Size: 42 x 24 x 30 Inch Color: White Size: 1066x1219x762101Team Lead Manager Table with Side Rack. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports.23Desk top thickness is 25mm of Melamine with 2mm PVC Edging, Client's choice of colour & finish. Drawer unit included. Best Quality Lock for Drawers with 3 keys included. Including polishing wherever required as per design. 100 mm x 40 mm teak wood foot rest with polishing, All materials, fabrics and finishes will be approved upon physical inspection by Client.23	Description / SpecificationQtyUnit Price - PKRColor: Brown Matte Leather 603-21D Size: 2000x840x720IIRound Table (with SS Base), Cafeteria Round Table Dia Size 36" Surface material 25 mm (1 inch) thick compressed wood melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging with SS Base.8Color: Wooden Size: 910x910x7608Straight Line Workstation (without chairs), top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs edging, with imported clumps set of wo hanging drawers with locks. Partition Fabric and MDF Sheet Partition fabric color to be Selected by Client.101Table Size: 42 x 24 x 30 Inch Color: White Size: 1066x1219x762101Team Lead Manager Table with Side Rack. The top must have provision for Cable management and op-up Multi Socket Board & USB ports.23Desk top thickness is 25mm of Melamine with 24m mt PVC Edging, Client's choice of colour & finish. Drawer unit included. Best Quality Lock for Drawers with 3 keys included. Including polishing wherever required as per design. 100 mm x 40 mm teak wood foot rest with polishing, All materials, fabrics and finishes will be approved upon physical inspection by Client.23



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
16.	Round Meeting Table Desk top thickness is 25mm of Melamine with 2mm PVC Edging, Client's choice of colour & finish. Color: Nio Oak Size : 910x910x760	1		
17.	CEO Executive Table with Side Rack and Back Credenza with Mahogany wood & Mahogany veneer and Matt finish, concealed cable handling and desktop wrapped with leatherette. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Classic Design Color: Mahogany Veneer	1		
18.	Size: 1830x1020x750 Chester Field Sofa (1 Seat), seat sofa in Brown leatherette, partal wooden structure, high quality foam, wooden foot complete in all respects, Executive Class Quality. Color: Brown Matte Leather 603-21D Size: 760x810x810	1		
19.	Chester Field sofa (2 Seater), in Brown leatherette partal wooden structure high quality foam wooden foot complete in all respects, Executive Class Quality. Color: Brown Matte Leather 603-21D Size: 1500x810x810	1		
20.	Single seat sofa in Black leatherette acacia wooden structure high quality foam wooden foot complete in all respects. Color: AL-10 Black Size : 600x600x450	6		
21.	Back Credenza, Team Lead Manager Credenza Laminated Board Finish Color: Customize Size: 1354 W x 350 D x 670 H (mm)	23		



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
22.	Visitor Chair for Executive Room, The structure is made of solid wood upholstered with best quality foam & leatherette polish finish. Color: Brown Mett Leather 603-21D Size: 590x610x960	6		
23.	COAT HANGER (FINISHED), WOODEN Coat Hanger. COAT HANGER Color: Brown Size: 450x450x1350	30		
24.	Full High Cabinet, Cabinet For Store Laminated Board Finish with 2mm Pvc Edging, imported handles and Locks of Good Quality, MDF Color & Size to be Approved by Client. Color: Customize Size : 1016x407x2100	4		
25.	Executive Cabinet, Cabinet for HR/Admin Laminated Board Finish with 2mm Pvc Edging, glass in doors, imported handles and Locks of Good Quality, MDF Color and Size to be Approved by Client as per room requirement. Color: Ebony Size : 1372x407x2100	2		
26.	Visitor Chair for Team Lead Manager seat and back cushion made of Poly Urethane Foam, upholstered with fabric / leatherette, steel pipe frame base. complete in all respects Color: BLACK LEATHER 97 Size: 700x450x650	46		



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
27.	Centre & Corner Tables: Set of Three Tables. (1 Center & 2 Corner) Top Shape Square, Manufactured Wood, Solid Ebony Veneer Base Material with stainless steel legs. Top Color Natural Polish, Storage Under Tabletop. Color: Customize Size: 1200x600x450	3		
28.	Cafeteria Height Adjustable Stool in leatherette, Metal / Steel base high quality foam, complete in all respects Fabric Color to be Selected by Client. Color: Custom Size : 450x450x750	6		
29.	Lounge Seating Cabin AS PER PROVIDED IMAGE made in MDF Frame, wooden foot with leatherette seats and back cushions with high density foam, Size to be Standard or As Per Site Requirement. Fabric Color to be Selected by Client. Color: As per Image Size : Standard	4		
30.	Lounge Hanging Seating (Red Marked in Picture) with Hanging Rod and Metal Frame Floor Stand. Imported Fabric with High Density Foam as per Clients Approval. Fabric Color to be Selected by Client. Color: As per client Size: Standard	4		
31.	Meeting Wooden Cabin made of 4" thick wooden frame pasted with plain MDF from all Sides, Deco Painted with High Gloss having 4 Sofa Seats (leatherette seats and back cushions with high density foam), Center Table, Sliding Doors to be 12mm Tempered Glass (Ghani or equivalent), Floor Carpet, Provision of 18 Watts SMD Ceiling Lights (minimum 02) and ceiling fan (2' x 2') as shown in Image attached (for air ventilation/circulation from HVAC system). Workmanship to matched with high class standards and specifications.	1		



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
	Color: As per Image Size: L- 2134mm x W - 1524mm x H x 2134 mm			
32.	CDO Executive Chair P.P Frame Fabric , P.P Frame SS Base Upholstered Leatherette PU Padded Arm Rest Fixed Arm rest Adjustable 5 Point tilting Position Steel gas lift with harmless gas. Color: Black Size: Standard	2		
33.	Class Room Desk (Same as Workstation Design (sr. 14 above) without Partitions) Straight Line Workstation, Workstation as per provided picture. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs (Doolken-Germany) edging. Table Size: 42 x 24 x 30 lnch. Color: Customize Size : 1066x1219x750	12		
34.	Discussion Table: (Same as Workstation Design (sr. 14 above) without Partitions) Straight Line Workstation, Workstation as per provided picture. The top must have provision for Cable management and pop-up Multi Socket Board & USB ports. Surface material 25 mm (1 inch) thick compressed wooden MDF melamine Laminated (HPM) sheets Edges protected with 2mm Thick Acrylic/Abs (Doolken-Germany) edging. Table Size: 48 x 192 x 30 lnch Color: Customize Size: 1066x1219x750	8		



Sr.	Description / Specification	Qty	Tax Inclusive Unit Price - PKR	Tax Inclusive Total Price - PKR
35.	Adjustable TV Trolley Mobile TV Cart (universal) with Wheels for 23- 65 Inch LCD/LED/OLED Flat/Curved Screen TVs. Height Adjustable Shelf Trolley. Floor Stand to hold up to 55lbs. Movable Monitor Holder with Tray. Height Adjustable Tray: sturdy media shelf to hold laptops, video-conferencing systems etc. Distance from the floor to the AV shelf from 12" to 24". The wall mount plate should be adjustable. With built-in cable management in the metal column to simply organize and conceal the wires and cables in back of the stand. Robust Design: with a 20. 8"x15. 7" base and four wheels featuring locking casters for easy movability or stationary use when desired to ensure durability and added stability Material - Alloy Steel, Color-Black.	10		
36.	Bean Bag: High quality, upholstery grade 100% Cotton drill fabric, Different Colors Color: Customize Size: 100 cm diameter	6		

NOTE:

- 1. Any arithmetic errors in the financial proposal shall be corrected as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of PSW there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern, and the unit rate will be corrected.
- 2. The amounts corrected as mentioned above shall be communicated to the bidder and shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Bond shall be forfeited.
- 3. Order shall be placed with the bidder fulfilling requirements of the RFP and offering the lowest rates.
- 4. Delivery and Installation of the items is required in Karachi.



- 5. Bidders are required to visit the site and make their own assessments/measurements etc. and to satisfy themselves fully of the site conditions, measurements, requirements before quoting.
- 6. Bidders are required to quote their rates as per the above format and built in all the requirements which are mandatory for successful completion of the project. Any requirement, material, part etc. not quoted but is deemed necessary for successful completion of project shall be deemed to be inclusive in the price and bidder shall be required to complete the project within the quoted amount.
- 7. PSW reserves the right to change the quantities at its discretion.
- 8. Bidders are required to quote for all the items as mentioned in the BOQ, partial quotes shall not be accepted and will render the bid disqualified.
- 9. Any item which is not quoted, or against which no price is mentioned, by a bidder shall deemed to be included in the bid price and the bidder, if successful, shall be required to deliver all items within the bid price.

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

Name and Title: _____

Name & Address of Firm: _____

*Responsibility to include correct taxes is that of the bidders.



ANNEXURE-VI-A : BID BOND (BANK GUARANTEE FORMAT)

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Pakistan Single Window 2nd Floor, NTC HQ, G-5/2, Islamabad.

Dear Sirs,

In consideration of Messrs. ________ hereinafter called the "Bidder" for submission of bid for *[enter name of tender & tender number]* and in consideration of value received from **[Name of Bidder]** we hereby agree to undertake as follows:

- 1. To make un-conditional payment of PKR. **[insert amount]** (Pak Rupees [**insert amount]** Only) upon your written demand without further recourse, question or reference to the Bidder or any other person, in the event of default in any aspect from the RFP terms & conditions before the end of the bid validity period.
- 2. To accept written intimation(s) from you as sufficient evidence of the existence of default or noncompliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.
- 3. No grant of time or other indulgence to, or arrangement with the Bidder in respect of the aforesaid RFP with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
- 4. The bid bond shall be binding on us and our successors in interest and shall be irrevocable.

5. This performance bond shall remain valid up to **[mention validity period]** from its issuance date. We will inform you in writing thirty (30) days before the expiry of said validity period.

For and On behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)



ANNEXURE-VI-B : PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Pakistan Single Window (PSW), 2nd Floor, NTC HQ, Near State Bank of Pakistan, G-5/2, **Islamabad**.

Subject: Surety Guarantee for PKR [•] (in words Pak Rupees [•] only) on behalf of [insert Supplier name] as performance guarantee for provision of [insert name of RFP/services] RFP No. [insert RFP number].

Dear Sirs,

In the sum of PKR [•] /- (in words Pak Rupees [•] only), to you in Islamabad.

In consideration of your having issued the award for provision of **[insert name of <u>RFP/services</u>]** RFP No. **[insert RFP number]** to M/s **[insert successful bidder's name]** called the Supplier and in consideration for value, received from Supplier, we **[Insert name of the Bank]** (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at **[Insert address]** (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

- 1. To make unconditional payments to you from time to time as called upon or make an unconditional payment at any time on your written demand(s) without further resource, question or reference to Supplier or any other person, in the event of default or non-performance and / or non-fulfillment by Supplier of its obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
- 2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Supplier and to make payment accordingly within 30 (thirty) days of receipt thereof.
- 3. The performance guarantee shall come into force on **[Insert date]** and shall remain in full force, operative, effective and binding upon us for up to till the validity period of said contract or as may be extended by the Supplier from time to time. The Surety shall



notify PSW in the event that the Supplier does not apply for renewal of this performance guarantee thirty days prior to the expiry date of this performance guarantee or as extended from time to time.

- 4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Supplier in respect of the performance of its obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.
- 5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators and legal representatives, and shall be irrecoverable.
- 6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Supplier.
- 7. No delay or failure to exercise any right or remedy under this performance guarantee by PSW shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by PSW shall be valid unless made in writing and duly signed by concerned representatives of the PSW.
- 8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against PSW shall be available to the Surety against PSW in connection with any of the Surety's obligations to PSW under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to PSW, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to PSW such additional amount necessary to ensure that PSW receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
- 9. The performance guarantee shall be binding upon and insure to the benefit of PSW and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of PSW.
- 10. No payment to PSW under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by PSW.



- 11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.
- 12. Thirty days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)