

**E-Tender Notice for Hiring of Travel Agency Services****RFP No. PSW-PROC-25-26-HR&A-508**

Pakistan Single Window (PSW), the notified operating entity for the PSW system under the provisions of the PSW Act, 2021, and a company incorporated under Section 42 of the Companies Act, 2017, invites e-bids through Public Procurement Regulatory Authority's e-Pak Acquisition & Disposal System (EPADS) portal from travel agencies registered with International Air Transportation Association (IATA) and other relevant authorities. Bidders must be registered suppliers on EPADS in order to participate in the tender. Interested firms may register electronically on EPADS via <https://eprocure.gov.pk/#/supplier/registration>.

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

3. Prospective bidders may request clarifications on any aspect of the bidding documents till **22nd June 2026**.

4. Bids, prepared in accordance with the instructions provided in the bidding documents, must be **submitted electronically through EPADS on or before 02nd July 2026 at 1500 Hrs.** The bid securing declaration must be sent to the procurement department via email at procurement@psw.gov.pk before the technical bid opening deadline. Any bidder whose bid securing declaration has not been submitted before technical bid opening deadline shall be disqualified. Technical Bids will be opened on the same day at **1530 Hrs.** at the address specified below. If the bid submission and technical bid opening day falls on a public holiday, the next working day shall be considered as the deadline for the same and technical bid opening shall be held at the same time and venue as mentioned in this notice. This notice is also available on the PPRA website at www.ppra.org.pk.

Procurement Department
Pakistan Single Window
Ground Floor, Nespak Building,
Near State Bank, G-5/2, Islamabad.
Phone: 051-9211129



Request for Proposal (RFP)

E-Tender Notice for Hiring of Travel Agency Services



RFP No. PSW-PROC-25-26-HR&A-508

e-Bid Submission: 02nd July 2026 by 1500 Hrs.

Technical Bid Opening: 02nd July 2026 at 1530 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 carefully read and adhere to the following instructions for this tender:

- 1) Bidders are required to mention the RFP number (**PSW-PROC-25-26-HR&A-508**) in the subject line of the emails for all correspondence related to the subject tender. PSW will not be liable for any missed correspondence/email, including Bid Securing Declaration sent via email, where the RFP number is not mentioned in the subject line of the email.
- 2) 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.
- 3) 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 the details of the bidders. An SMS/text message or phone call will not be regarded as communication for the purpose of this RFP document and cannot be referred to as such and shall not be deemed legally binding. PSW foresees that while clarifying a query, a bidder’s identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by PSW.
- 4) 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.
- 5) Scope of services for subject tender is provided at **Annexure-I**.
- 6) For this Tender, **Single Stage – Two Envelope (1S2E)** Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to upload, separately, their soft technical and financial bids (in PDF) on the EPADS portal before the deadline for bid submission given in the tender notice and RFP document.
- 7) The bidders will submit their bids in one (01) original, separately for both technical and financial bids, in electronic form (pdf). All the pages of the bid must be sequentially numbered. Form of Bid and Price Schedule must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (**Annexure-III**).
- 8) Bid Securing Declaration, on bidder letterhead, as per format provided at **Annexure -VI**, shall be submitted via email to the Procurement Department of PSW, at procurement@psw.gov.pk, before the technical bid opening deadline. Any bid whose Bid Securing Declaration has not been submitted to the procurement department of PSW before technical bid opening deadline shall not be considered and shall be rejected.

9) The Bid Securing Declaration shall be executed in case of any of the following occurrence:



- a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
 - b) Bidder refuses to rectify a discrepancy in submitted Bid Securing Declaration, Form of Bid or to accept correction of an arithmetical error in the financial bid; or
 - c) Successful bidder failing to sign the contract or submit the required performance guarantee.
- 10) Bid Securing Declaration of the technically disqualified bidders shall be discharged after announcement of technical evaluation report whereas the Bid Securing Declaration of the overall unsuccessful bidders shall be discharged after award of contract to the successful bidder. The Bid Securing Declaration of the successful bidder shall be discharged after signing of the Contract and submission of the performance guarantee.
- 11) The successful bidder shall submit a performance guarantee, in form of a bank guarantee as per the format provided at **Annexure-VII**, amount to PKR 500,000/-, within fifteen (15) days of intimation of being the successful bidder, or as per any extended time granted for the same by PSW. The performance guarantee shall be released, if the same is not disputed, claimed or forfeited, on successful completion of the Contract Term.
- 12) The bid validity period will be One Hundred & Twenty (120) days, starting from the date of opening of the technical 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 securing declarations shall be discharged.
- 13) 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.
- 14) PSW reserves the right to amend, modify, supplement or withdraw this RFP document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendments 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.
- 15) 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 the bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. Tender shall be awarded to the most advantageous bidder, who conforms to the mandatory requirements and as per the evaluation criteria mentioned in this RFP.
- 16) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 17) 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. Bid Securing Declaration, as per required form and format, is not submitted before technical bid opening deadline;
 - c. Bids submitted without tax registration certificates and bidders not appearing as active and operative on Active Taxpayer list of Federal Board of Revenue (FBR);
 - d. Bid is un-signed, partial, conditional, alternative, late;
 - e. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with PSW or the subject assignment;
 - f. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified;
 - g. Bidder(s) engages in corrupt or fraudulent practices during the process; and
 - h. PSW has experienced, documented, adverse performance, supported by record, from the Bidder in last five (05) years.
- 18) The technical bids shall be opened at the specified time and place in presence of the authorized representatives of the bidders who choose to attend. After publication of technical evaluation report, the financial bids of the technically qualified bidders shall be opened in presence of the technically qualified bidders, who may choose to attend, and the date, time and venue of financial bid opening shall be communicated to them in advance.
- 19) The bids will be evaluated as per the evaluation criteria provided at **Annexure-IV**.
- 20) Bidders are required to submit their financial proposals as per format provided at **Annexure-V**. Quoted rates must be inclusive of all kinds of taxes, duties, charges/levies applicable in Pakistan at the time of bid submission. Any change in government taxes or duties after bid submission or during contract execution shall be adjusted as per law.
- 21) The bidders shall bear all costs/expenses associated with preparation and submission of the bids and attending the pre-bid and bid opening meetings. PSW shall in no case be responsible/liable for those costs/expenses.
- 22) Any bid or Bid Securing Declaration submitted after deadline for submission of bids shall be rejected. Issues with internet/connectivity, electricity failure etc. for e-bid submission on ePADS or Bid Securing Declaration via email shall not be accepted as an excuse for failure to submit the bid/Bid Securing Declaration at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its bid/Bid Securing Declaration will be accomplished. Bidders are encouraged to upload their bids on ePADS a day before the bid submission deadline to avoid any last-minute surprises.
- 23) During examination and evaluation of the bids, PSW at its sole discretion may ask any bidder for clarifications of its bid. Request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission. Further, PSW may ask bidders for presentations, demos and/or samples of their offered goods, works or services/solutions, which bidders shall arrange at their own cost, and PSW may also contact/visit clients (existing or past), verify



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

- 24) Bids submitted in any other manner except for ePADS shall not be entertained.
- 25) The Successful Bidder will sign a contract with PSW as per draft attached as **Annexure-II**. All costs associated with entering into the said contract shall be borne by the Successful Bidder. In case the Successful Bidder fails or refuses to sign the contract, its Bid Securing Declaration shall be executed and PSW may, at its sole discretion, offer the contract to the next most advantageous bidder.
- 26) PSW does not accept:
 - a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidder or its advisers during the bidding process and responses to requests for information/clarification and questions raised by a bidder; or
 - b) any liability for any loss or damage suffered or incurred by the bidder or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
- 27) The bidders agree that:
 - a) they will conduct their own investigation and analysis regarding any information, statements or representations contained in the RFP and will rely on their own enquiries and seek appropriate professional advice;
 - b) they do not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency or reliability of the information.
- 28) 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.
- 29) PSW reserves the right to blacklist any bidder and to execute their Bid Securing Declaration who breaches any terms and conditions of this RFP document.
- 30) The prospective bidder may request clarification on any aspect of this RFP document till **22nd June 2026**. Any request for clarification must be sent in writing to procurement@psw.gov.pk or submitted through **EPADS Portal**.

ANNEXURE-I: SCOPE OF SERVICES

Travel Agency shall perform all Services, obligations, duties and responsibilities in accordance with the Contract. The areas of Work/Services are outlined below:

- a. Ensuring booking of tickets /confirmation of waitlisted tickets, collection and delivery of visas, documents mainly at PSW office or other designated place(s) as instructed by authorised representative of PSW during working hours /holidays/ after office hours (at the expense of the vendor),
- b. Getting visa, passports, confirmation/cancellation, up gradation/revalidation of tickets.
- c. Assisting in obtaining visas / transit visas and submitting passports at the embassies.
- d. Obtaining travel related insurances.
- e. Round the clock (24/7) availability of dedicated personnel for bookings / cancellation of tickets.
- f. Assisting travellers to get enrolled in frequent flyer programmes.
- g. Fast and timely delivery of visas/documents at PSW premises or other designated place(s) as instructed by authorised representative of PSW.
- h. Provision of services at short notice when so required.
- i. Offering and exploring the best suitable flight schedules and best fare offers / promotions / discounts on air fares.
- j. In addition to discounts mentioned in rates quoted, the vendor shall intimate and transfer all additional discounts that are given by authorities/airline to PSW.
- k. Travel arrangements through foreign carriers not operating in Pakistan.
- l. Provision of hotel / car rental / cruises rental services when required (both local and foreign).
- m. Provisions of tours / leisure travels / holiday travel services.

Details are as under:

1. INTERNATIONAL TRAVEL**Visa Application Handling**

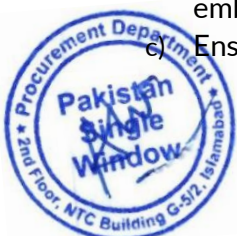
- a) Manage complete end-to-end processing of visa applications (Business, Official, and other categories as required).
- b) Review all visa documentation for completeness and compliance.
- c) Provide updated, country-specific visa requirements and guidance.

Application Submission and Follow up

- a) Prepare, review, and submit visa applications accurately and within reasonable time.
- b) Track application status and provide timely updates until completion.
- c) Provide complete visibility on all visa applications with updated progress.

Documentation Management

- a) Provide authenticated and up-to-date lists of required documents for each visa category.
- b) Assist in preparing, correcting, and formatting all documents required by embassies/consulates.
- c) Ensure accuracy to avoid rejection, delays, or additional review cycles.



- d) Maintain strict confidentiality and secure storage of documents.

Advisory Services

- a) Offer expert consultancy on visa policies, documentation requirements, processing timelines, risks, and recent embassy/consulate updates.
- b) Proactively notify the client of any changes in embassy regulations or appointment availability.

Embassy and Consulate Assistance

- a) Coordinate with embassies and consulates for visa submission, appointments, and processing support in accordance with applicable regulations.
- b) Arrange appointments, including priority and emergency slots, where permissible.
- c) Provide on-ground support during consulate visits, interviews, and submissions.
- d) Priority processing services where permitted by relevant embassies/consulates.
- e) Monitor appointment availability and proactively propose earliest slots.
- f) Facilitate visa fee payments only upon written authorization from PSW and against supporting invoices/receipts.

2. Ticketing, Hotel Bookings and Logistic Services

Domestic Ticketing

- a) Provide at least three (03) fare options within 2 hours of request.
- b) Offer lowest-possible fares across multiple airlines while meeting PSW travel policies.
- c) Manage booking, re-issuance, cancellations, and changes as required.
- d) Ensure minimum 98% accuracy in booking details.

International Ticketing

- a) Provide travel options within 4 hours (simple itineraries) and 6 hours (multi-sector/complex).
- b) Recommend optimal routes considering cost, layovers, visa constraints, and client preferences.
- c) Provide comparative options with fare rules and refund policies.

Hotel Bookings

- a) Arrange hotel reservations internationally as per client guidelines.
- b) Ensure quality, safety, and cost-effective options in premium or specified properties.
- c) Provide multiple choices per location with transparent pricing.

Logistics support

- a) Arrange airport transfers, pick & drop services, and ground transport.
- b) Ensure 24/7 availability for emergency assistance (missed flights, cancellations, etc.).
- c) Respond within 30 minutes of notification received through official communication channels (email or recorded phone call).

Report

Vendor shall submit monthly reports detailing total bookings, travel expenditure, cost savings achieved, cancellations, refunds processed, SLA compliance, complaint logs, and visa processing statistics.



ANNEXURE II: DRAFT CONTRACT

[On Rs. 100/- Stamp Paper]

The Contract for Provision of Travel Agency Services (hereinafter referred to as “this Contract”) is made on this _____ day of _____,

By and Between

Pakistan Single Window, a company incorporated under section 42 of the Companies Act 2017 (hereinafter referred to as “**PSW**”) having its registered office at _____ Islamabad, which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees of the one part;

And

M/s [●] a registered business, having its office at [●] (hereinafter referred as “**Travel Agency**” or “**Vendor**”) of the other part;

Both PSW and Travel Agency may be collectively referred to hereinafter as “Parties” and either of them individually as “Party”.

WHEREAS PSW intends to engage Travel Agency to perform the Scope of Services as defined in Clause 3.

AND WHEREAS Travel Agency warrants and represents that it has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Contract.

AND WHEREAS Travel Agency has qualified through a competitive bidding process conducted by PSW and has agreed to render the required Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto agree to the following terms and conditions:

1. Interpretation

In this Contract, unless the contrary intention appears:

- i) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- ii) words importing the singular include the plural and vice versa; and
- iii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

2. Term of the Contract



2.1 The term of this Contract shall commence on or upon the signing date of the contract and shall continue for a period of three (03) years, unless earlier terminated in accordance with the provisions of this Contract.

2.2 The contract may be extended for another term of three (03) years on satisfactory performance of the Travel Agency and on the same terms and conditions.

3. Scope of Services

Travel Agency shall perform its services as per the detailed Scope provided in **Annexure-A** hereof.

4. Warranty

4.1 The Travel Agency warrants that it is duly incorporated, existing and in good standing under the laws of Pakistan and has all requisite approvals, licenses, powers and authority to conduct its business and execute, to deliver and to perform its obligations under this Contract.

4.2 The Travel Agency represents and warrants that it will perform Work/Services, obligations, duties and responsibilities with reasonable care, due diligence, and professional skills. Further, it will be responsible for the losses and damage caused directly or indirectly by its negligence during the performance of Work/Services, obligations, duties, and responsibilities and make them good and remedy the loss solely at its own risk and cost and without any expenditure to PSW.

5. Payment Terms

5.1 In consideration of the Services detailed herein rendered satisfactorily by the Travel Agency, PSW shall pay to the Travel Agency the service charges, on actual, as detailed at **Annexure B** attached hereto. The rates are inclusive of all taxes, government levies etc. Taxes shall be deducted at source as per applicable laws.

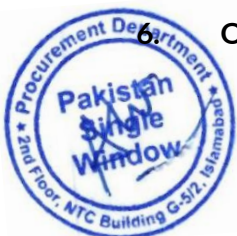
5.2 The Service Charges shall remain fixed for the contract term. No change/increase/raise shall be allowed on any pretext. However, the Service Charges may be subject to review, to adjust inflation, at the time of contract renewal, mechanism whereof shall be as under:

5.2.1 If the difference of the Consumer Price Index (CPI) inflation figures, as published by the Government of Pakistan, of outgoing year and the preceding year therefrom is more than five percent (05%) then the Service Charges shall be increased to equivalent percentage, however if the difference is less than five percent (05%) then the Service Charges shall remain unchanged. *For example, if the contract anniversary is in February 2027, and the published figures of CPI inflation (Year on Year) of 2027 were 15% and that of 2026 were 9 % then the Service Charges shall be increased by six percent (06%) [15% - 9%].*

5.2.2 In case where there had not been an increase on previous contract anniversary reason being the difference of inflation figures was less than five percent (05%) however on next anniversary if the total difference of inflation figures calculated on last

anniversary and current anniversary is more than five percent (05%) than the Service Charges shall be increased for the percentage figures above five percent (05%). *For example, if on the last contract anniversary, the difference of CPI inflation figures was 4% and the Service Charges was not increased and on latest contract anniversary the difference of CPI inflation figures is 3% then the Service Charges shall be increased by two percent (02%) [(4% + 3%) - 5%].*

- 5.2.3 The price review shall be undertaken once the Travel Agency sends a written request to PSW on anniversary of the Contract.
- 5.3 Upon successful completion of each assignment, the Travel Agency shall get the Services Receipt Note (SRN) issued from the Administration department of PSW. Travel Agency shall attach the copy of SRN with its original tax invoice addressed to Manager Financial Operations - PSW, along with any other supporting documents e.g. tax exemption documents and submit the same to the Finance department of PSW for processing of payment. Any invoice having discrepant supporting documents, including SRN, shall not be considered for payment processing.
- 5.4 PSW shall make the payments via online bank transfer, or any other banking channel as per PSW policy, within thirty (30) days of receipt of error-free invoices along with SRN and other supporting documents as necessary. Taxes shall be deducted at source as per applicable laws.
- 5.5 Travel Agency shall be required to submit supporting documents (e-ticket, invoice, or airline confirmation) of actual fare paid/payable.
- 5.6 In case of cancellation, the proof of actual cancellation charge, charged by Airline/Hotels shall have to be provided and PSW will pay the actual cancellation charges only.
- 5.7 In case the tickets are not delivered within time, the Travel Agency will be solely responsible for the same, and no payment will be made on this account. Alternatively, PSW may make alternate arrangements and recover any difference in fare/cost from the Travel Agency through invoices or performance guarantee.
- 5.8 Any increase and/or decrease, changes in or imposition of new tax(es)/government levies during contract period shall be adjusted according to the law.
- 5.9 No payment shall be made to Travel Agency in advance as mobilization advance or on any other account.
- 5.10 The payment shall be made to Travel Agency only when it is on the Active Taxpayers List (ATL) of FBR. If Travel Agency is not in ATL at the time of processing of invoice, no payment shall be made until Travel Agency appears in ATL of FBR.



6. Obligation of Travel Agency

- 6.1 Travel Agency undertakes and agrees that it shall perform the Services and carry out its obligations under this Contract with all due diligence, care, efficiency, and economy and to the acceptable international standards. Travel Agency shall always act, in respect of any matter relating to Services, in accordance with the international standards and best practices. It shall at all times support and safeguard PSW's legitimate interests in any dealings.
- 6.2 In case PSW identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against PSW, and upon written request by PSW, Travel Agency undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.
- 6.3 Travel Agency undertakes and agrees with PSW, its officers, employees, directors, consultants and advisors (the "PSW Indemnified Persons") that it shall keep the PSW Indemnified Persons, both during and after the term of this Contract, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the PSW Indemnified Persons arising out of or in connection with this Contract or the Services to be provided by Travel Agency, where such losses, claims, damages, liabilities or expenses is/are the result of bad faith, gross negligence or wilful misconduct of Travel Agency.
- 6.4 In case of delay / unsatisfactory performance from scheduled time of performance of obligations PSW shall have the right to impose a penalty not exceeding 10% of the value of the delayed or unsatisfactory portion of services under the invoice. In addition to this, PSW reserves the right to terminate this Contract without owing any liability towards the Travel Agency. This condition may be waived off by PSW on its discretion or in case of force majeure which shall be proved by Travel Agency and supported by documentary evidence. Moreover, if Travel Agency fails to complete the assignment within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10%; PSW, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the respective assignment, forfeit the performance guarantee or terminate the Contract.
- 6.5 PSW shall have the right to audit the Travel Agency's records, systems, and processes at any time to verify compliance with this Contract. the Travel Agency shall cooperate fully in any such audits by providing relevant records, documents and access thereto, to their systems, software, office locations etc.

7. Termination

- 7.1 This Contract shall be automatically terminated upon completion of term of this Contract as provided in Clause 2 (Term of the Contract).
- 7.2 PSW may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on Travel Agency thirty days' (30) prior written



notice. Payment of the services rendered by Travel Agency, and accepted by PSW, till serving such notice of termination shall be made to Travel Agency.

8. Confidentiality

- 8.1 Travel Agency agrees to hold in confidence for a period commencing with the signing date and ending five (05) years following the Term of this Contract, any information supplied to it by PSW and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.
- 8.2 Travel Agency further agrees to require its sub-contractors/advisors and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by Travel Agency and / or the PSW.
- 8.3 The provisions of clause 8 shall not apply to information within any one of the following categories:
- information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
 - information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
 - information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
 - as may be required by a Governmental Authority, provided prior written notice is given to PSW unless prohibited by law.
- 8.4 Neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

9. Conflict of Interest

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

10. Force Majeure

- 10.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Contract impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any



sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of a Party to carry out its obligations. Force Majeure shall not include:

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

10.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstance or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

10.3

10.4 An obligation of a Party affected by an event of Force Majeure shall be suspended as long as the Force Majeure condition exists. The Parties will continue to fulfil all other obligations and shall endeavour to overcome the Force Majeure condition as soon as possible

11. Performance Guarantee

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

11.2 Failure to provide services will invoke penalty **as defined under Clause 6.4**, and Performance Guarantee may also be forfeited.

11.3 Provision of wrong / false information and/or documents as required during bidding stage and under this Contract may result in forfeiture of Performance Guarantee amount and the Travel Agency may not be allowed to participate in future Tenders.

11.4 On successful discharge of obligations/services by the Travel Agency, the Performance Guarantee shall be returned to the Travel Agency upon successful completion of Contract Term, or if terminated earlier, in accordance with the clauses of this Contract.

12. Integrity Pact

12.1 Travel Agency 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 PSW or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.



- 12.2 Without limiting the generality of the foregoing, Travel Agency 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.
- 12.3 Travel Agency 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 PSW and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 12.4 Travel Agency 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 PSW.
- 12.5 Notwithstanding any rights and remedies exercised by the PSW in this regard, Travel Agency agrees to indemnify the PSW for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the PSW in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Travel Agency 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 PSW.

13. Issuance, Approvals, Acceptance and Completion of Work

- 13.1 The Travel Agency shall be available to commence the Services immediately after signing of the Contract. An assignment shall be assigned to the Travel Agency and will be intimated, in writing or via officially communicated mobile or landline numbers, by the Authorized Representative of PSW as mentioned at Clause 14.4. Travel Agency shall immediately initiate its working on the assignment as per Scope of Services and instructions provided by the Authorised Representative of PSW.

- 13.2 Approval by PSW/PSW Representative of any work or services shall not relieve the Travel Agency in any manner of its obligations under the Contract, particularly those relating to the performance warranties, guarantees and professional liabilities. Notwithstanding any payment made under this Contract by PSW against the Services performed by the Travel Agency, shall not relieve the Travel Agency of its obligation to complete and deliver the Services to the satisfaction of PSW.
- 13.3 Services shall be considered completed upon submission, by the Travel Agency, and acceptance of deliverables by PSW within completion time as mentioned in the Scope of Services or intimation for commencement of an assignment by PSW. PSW shall inform the Travel Agency about the inadequacies and shortcomings in Services and/or deliverables. On receipt of intimation of shortcomings in Services/deliverables, the Travel Agency shall remedy the shortcomings and re-submit the relevant Services/deliverables within agreed timelines. Upon its satisfaction as to the quality and completeness of such Services/deliverables, PSW shall give its approval in form of issuance of SRN. PSW shall be entitled to withhold the payment of invoice(s) for Services, deliverables or an assignment not accepted by it or with regard to which the Travel Agency has been notified to remove the shortcomings/deficiencies/defects. Upon receipt of satisfactory Services and deliverables, the payment of invoice(s), if any, withheld by PSW shall be released.

14. Miscellaneous

- 14.1 Entire Contract. This Contract along with annexures contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations, or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.
- 14.2 Waiver. No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.
- 14.3 Severance. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.

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

PSW	Travel Agency
[Name of Representative]	[Name of Representative]
[Designation]	[Designation]
Land-line number:	Land-line number:
Cell number:	Cell number:
e-mail address:	e-mail address:
Office Address:	Office Address:

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

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

14.6 Governing Law. This Contract shall be governed by and construed in accordance with the laws of Pakistan as may be issued, promulgated, enacted, or re-enacted from time to time.

14.7 Contract Language. The language of the Contract shall be English.

14.8 Assignment. Except as provided herein, Travel Agency shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of PSW. Any such prohibited assignment or transfer shall be void.

14.9 Status of Travel Agency. The Parties agree that Travel Agency is an independent business and not an agent, employee, or representative of PSW.

14.10 Order of Precedence. The following shall form an integral part of this Contract. The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to incorporated therein:

- a. This Contract;
- b. The annexures/appendices/schedules to this Contract;
- c. Travel Agency's response to the clarifications during bid evaluation process;
- d. Bid of the Travel Agency



- e. Responses of PSW to the pre-bid clarifications; and
- f. Complete RFP.

14.11 Dispute Resolution. Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act 1940, as amended from time to time, and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

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

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For and on behalf of
PSW

For and on behalf of
Travel Agency

[Name of authorized signatory]
[Designation]

[Name of authorized signatory]
[Designation]

Witness 1:

Witness 2:



Annexure A - Scope of Services

[to be inserted as per RFP / successful bid]



Annexure B – Breakdown of Charges

[to be inserted as per successful bid]



Annexure – C SLA Level and Escalation matrix

[SLA Level / up-time]

[Escalation matrix]



ANNEXURE-III: FORM OF BID

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

Reference to your RFP document No. PSW-PROC-25-26-HR&A-508 for Hiring Travel Agency Services.

1. We hereby submit our complete bid along with all requirements as per the RFP document. We acknowledge that PSW is not bound to accept any bid in this regard and reserves 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 document for whole bidding process.
3. We agree to abide by this Tender for a period of **One Hundred and Twenty (120) days** from the technical bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before expiration of this period.
4. We hereby undertake and confirm that M/s **[mention registered business name of bidder]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding blacklisting are not under process at PPRAs (federal/provincial) or 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 proposal, electronically through ePADS portal, as one (01) original in PDF.
6. We do hereby undertake that Mr./Ms. **(mention full name and designation of authorizer)** is duly authorized by the management of **(enter registered business name of the bidder)** to appoint and authorize Mr./Ms. **(mention full name of authorizee)** who is presently employed with us and holding the position of **[mention designation of authorizee]** in **[mention registered business name of the employer of the authorizee]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to PSW in all matters including but not limited to clarifications etc., till award of subject tender. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative (authorizee) shall and shall always be deemed to have been done by us.
7. 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 and to submit such person's résumé to PSW. 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 and conditions of subject RFP document and have found the document, in whole, non-biased to any company/contractor/consultant/advisor/firm or product/brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
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, execution of bid securing declaration 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 execute bid securing declaration who breaches any terms and conditions of this RFP document.

We remain,

Yours sincerely

[Bidder's Official Stamp]

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

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

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

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

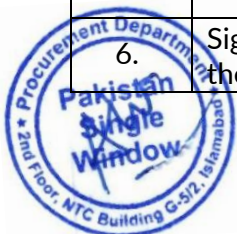
Date of signing: _____



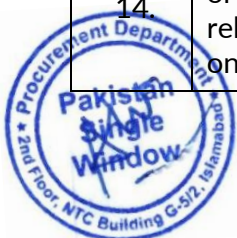
ANNEXURE-IV: BID REQUIREMENTS & EVALUATION CRITERIA

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, and marks shall be given only on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the 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. If any discrepancy is found in the submitted Form of Bid or the Bid Securing Declaration, 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 the Bid Securing Declaration shall be executed.
3. The evaluation committee shall evaluate the bids based on responsiveness to the Scope of Services, adherence to the terms and conditions of the RFP and the evaluation criteria provided herein. The following criteria shall be used for evaluating the competencies of the bidders.
4. Bidders are required to use the following table as index of their technical bid and mention page number in last column where relevant supporting documents against each criterion are placed in the technical bid.

S No.	Description	Requirement	Reference Page in Technical Proposal
1.	Complete Company Profile.	Mandatory	
2.	The bidder must be Income and Sales Tax registered and appearing as "Active" and "Operative" on the "Taxpayer Profile" at FBR's website at the time of submission/evaluation of bids. Bidders to provide NTN & Sales tax registration certificates.	Mandatory	
3.	Bidder must be a registered business. Business registration documents issued by SECP or registrar of firms or FBR etc. (as the case may be) to be provided.	Mandatory	
4.	The Bidder must possess valid International Air Transportation Association (IATA) license/certificate. Copy of certificate to be provided.	Mandatory	
5.	Bid Securing Declaration.	Mandatory	
6.	Signed Form of Bid with official stamp affixed on it as per the format given in Annex-III .	Mandatory	



S No.	Description	Requirement	Reference Page in Technical Proposal
7.	<p>Bidder must possess minimum five (05) years working experience in the same field.</p> <p>Bidders to provide supporting documents in shape of copies of contracts, purchase/work orders, invoices, etc. of its earliest relevant project/assignment undertaken. The number of years of relevant experience shall be calculated from the date of such provided earliest relevant assignment. Claims without the supporting documents shall not be considered.</p>	Mandatory	
8.	<p>The bidder must be a single legal entity. JVs/consortiums or subcontracting are not allowed.</p> <p>Undertaking to be provided on bidder's letterhead.</p>	Mandatory	
9.	<p>Bidder must have established office(s) in Islamabad/Rawalpindi</p> <p>Details (address, contact numbers and name and designation of POC) to be provided.</p>	Mandatory	
10.	<p>Bidders provide escalation matrix for support (L1, L2 and L3) with details of turn-around-time and point of contacts for each level.</p>	Mandatory	
11.	<p>Bidder must submit profiles of Dedicated Account Managers (at least two account managers i.e. Primary and a Secondary account manager) for PSW account management.</p> <p>Details (name, designation, contract number, email address of POCs, past relevant experience etc.) to be provided.</p>	Mandatory	
12.	<p>Bidder must have a dedicated visa desk to manage all visa-related services.</p> <p>Relevant details of the dedicated visa desk, including point of contact information and operational setup, must be provided with the bid.</p>	Mandatory	
13.	<p>The bidder must have average annual turnover of minimum PKR 10 million in last three (03) years. Applicants to provide: Audited financial statements or tax returns for the last three years.</p>	Mandatory	
14.	<p>The bidder must not have any previous, in last five years, or on-going contractual non-performance or litigation related to contractual non-performance. An undertaking on the letterhead on this regard to be submitted.</p>	Mandatory	



Technical Scoring Criteria:

S No.	Description	Marks	Page Number in Bid
1.	<p>Relevant experience, total number of years:</p> <p>From 5 to 7 years = 5 Marks From 8 to 10 years = 10 Marks above 10 years = 15 Marks</p> <p>Bidders to provide supporting documents in shape of copies of contracts, purchase/work orders, invoices, etc. of its earliest relevant project/assignment undertaken. The number of years of relevant experience shall be calculated from the date of such provided earliest relevant assignment. Claims without the supporting documents shall not be considered.</p>	15	
2.	<p>Public (Government) Sector clients to which bidder has provided similar services in last three (03) years:</p> <p>From 3 to 5 = 5 Marks From 6 to 8 = 10 Marks Above 8 = 15 Marks</p> <p>Documentary proof in shape of copies of contracts, work orders, completion certificates etc. be provided. No claim without said documentary proof shall be accepted.</p>	15	
3.	<p>Corporate (Private) Sector clients (MNCs, development sector, big corporations) clients to which bidder has provided similar services in last three (03) years:</p> <p>From 4 to 6 = 10 Marks From 7 to 10 = 15 Marks Above 10 = 20 Marks</p> <p>Documentary proof in shape of copies of contracts, work orders, completion certificates etc. be provided. No claim without said documentary proof shall be accepted.</p>	20	

S No.	Description	Marks	Page Number in Bid
4.	<p>Availability of technology infrastructure including GDS systems (Sabre/Amadeus/Galileo etc.), CRM or ticketing management systems, and reporting dashboard capabilities.</p> <p>Basic GDS access or manual ticketing system only, no CRM or reporting dashboard (5 Marks)</p> <p>GDS with CRM/ticketing system available, limited reporting/dashboard features (10 Marks)</p> <p>GDS with CRM, limited online reporting dashboard, SLA tracking & Downloadable reports (15 Marks)</p> <p>All above + real-time analytics + traveler self-service portal/mobile access (optional) (20 Marks)</p> <p>Bidders must submit supporting documents as proof of their system capabilities.</p>	20	
5.	<p>Visa success rate and historical performance.</p> <p>70%–80% success rate (5 Marks)</p> <p>81%–90% success rate (10 Marks)</p> <p>Above 90% success rate (15 Marks)</p> <p>Bidder must submit details of at least 10 current clients, mentioning client POC information (name, designation, email and mobile numbers). PSW shall contact the clients and gather their feedback. The feedback shall be compiled and average success rate as provided by the clients shall be used to score bidders for this criterion.</p>	15	
6.	<p>International Travel Network Affiliations / Global Partnerships (apart from IATA)</p> <p>Bidder's affiliation with recognized international travel agency networks, consortiums, airline partnerships, or global travel management organizations that enhance service delivery, international coordination, negotiated fares, emergency support, or overseas assistance capabilities.</p> <p>No affiliation or unsupported claim = 0 Marks</p> <p>Affiliation/partnership with one recognized international travel network or consortium, supported through documentary evidence = 5 Marks</p> <p>Affiliations/partnerships with multiple recognized international travel networks/consortiums and demonstrated international support capabilities = 10 Marks</p>	10	



S No.	Description	Marks	Page Number in Bid
	Documentary proof such as membership certificates, partnership agreements, accreditation documents, or official listings shall be provided.		
7.	<u>Office Setup</u> Office set up in Karachi (additional 5 marks)	5	
Total Marks		100	

Bidders shall be required to obtain 60 marks on overall basis to qualify the technical evaluation.

The Bids shall be evaluated on a Quality & Cost Based Selection (QCBS) method, with 80% weightage being allotted to technical proposals, and 20% weightage being allotted to financial proposals.

The weightage of the marks obtained in the above technical scoring criteria shall be eighty percent (80%) and will be calculated as below:

$$A = (\text{Marks Obtained out of } 100) \times 0.8$$

Criteria for evaluation of quoted prices is as under:

$$B = [100 \times (\text{Lowest Financial Proposal Value} / \text{Financial Proposal Value to be evaluated})] \times 0.2$$

Final Score shall be calculated as per the following formula:

$$\text{Final Score} = A + B$$

The contract will be awarded to the firm obtaining highest Final Score (most advantageous bid)

ANNEXURE-V: PRICE SCHEDULE

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

Sr.	Description	Quoted Service Charges (Percentage (%) of Actual Transaction Amount) – inclusive of taxes
1.	Arrangements for Domestic Tickets	
2.	Arrangements for International Tickets	
3.	Visa & Passport Related Services	
4.	Hotel Booking	
5.	Car Rental	
6.	Other arrangements (Holidays, Trips, Cruise etc.)	

Note:

- All the pages of the financial bid must be sequentially numbered, stamped and signed by the representative authorized as per clause 6 of the Form of Bid.
- Quoted prices must be in Pakistani Rupees (PKR) inclusive of all kinds of taxes, duties, charges/levies applicable in Pakistan.
- Fees and charges to remain fixed for term of the contract, however a review of the fees may be undertaken at the renewal of the contract terms to adjust the fees for inflation.

ANNEXURE-VI: BID SECURING DECLARATION

(ON BIDDER'S LETTERHEAD)

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

Tender Name: Hiring of Travel Agency Services (PSW-PROC-25-26-HR&A-508)

Dear Sirs,

We, the undersigned, declare that:

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

We accept that we will be blacklisted and henceforth cross debarred for participation in respective categories of public procurement or disposal proceedings for the period of time as determined by PSW, if we are in breach of our obligation(s) under the RFP conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) disagree with arithmetical correction(s) made to the Financial Bid price; or
- (c) having been notified of the acceptance of our Bid by the PSW during the period of Bid Validity, fail or refuse to (i) sign the contract or (ii) furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the RFP.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signatures of Authorized Representative: _____

Name and Title: _____

Name & Address of Bidder: _____

[Official Stamp of the Bidder]



ANNEXURE-VII: PERFORMANCE GUARANTEE FORMAT

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

Pakistan Single Window (PSW),
Ground Floor, NESPAK Building,
Near State Bank Pakistan, Sector G-5/2, Islamabad,

Subject: Surety Guarantee for PKR 500,000/- (in words Pak Rupees **Five Hundred Thousand** only) on behalf of [insert Successful Bidder's name] as performance guarantee for [mention tender name and number].

Dear Sir,

In the sum of PKR 500,000/- (in words Pak Rupees Five Hundred Thousand only), to you in Islamabad.

In consideration of your having issued the award for [mention tender name and number] to M/s [insert successful bidder's name] called the Vendor and in consideration for value, received from Vendor, 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 of PKR [●] /- (in words Pak Rupees [●] only) at any time on your written demand(s) without further resource, question or reference to Vendor or any other person, in the event of default or non-performance and / or non-fulfillment by Vendor of his 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 Vendor and to make payment accordingly within 05 (five) 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 from time to time. The Surety shall notify PSW in the event that the Vendor 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 no grant of time or other indulgence to amendment in the terms of the contract by agreement with Vendor 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 thereunder.

5. This performance guarantee shall be binding on us, our successors, including successors in interest, administrators and legal representatives, and shall be irrevocable.
6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Vendor.
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 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 ensure 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 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 are 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)

