

**TENDER DOCUMENT
FOR
PROCUREMENT OF SERVICES
FOR
ACCREDITED TRAINING OF MEDIATORS**

**BIDDING DOCUMENTS No. 1(15)/2022-LMC
PROCURING AGENCY: MINISTRY OF LAW AND JUSTICE**

Issued on: Feb, 2025

PART I
Section - I
INVITATION TO BIDS



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GOVERNMENT OF PAKISTAN
Ministry of Law and Justice
02nd Floor, R Block, Pakistan Secretariat,
Islamabad

BIDDING DOCUMENTS No: 1(15)/2022-LMC

Date: 23rd Feb, 2025

Subject: **PROCUREMENT OF SERVICES FOR ACCREDITED TRAINING OF MEDIATORS**

A. International Mediation and Arbitration Center (IMAC), Ministry of Law and Justice invites electronic bids from firms/institutes/bodies registered with Income Tax and Sales Tax Departments with Active Tax Payer status on Federal Board of Revenue (FBR) through **single stage - two envelope procedure** in terms of Rule 36(b) of PPRA Rules, 2004 for the **Procurement of Services for Accredited Training of Mediators** for its project titled "Strengthening and Capacity Enhancement of Legal Wings of Ministry of Law and Justice and Federal Ministries/Divisions (Revised)" at the locations as mentioned in Schedule of Requirements of bidding documents.

B. e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc., are available for the registered bidders on EPADS at www.eprocure.gov.pk and www.ppra.org.pk.

C. The electronic bids must be submitted by using EPADS on **or before 1100hrs on 12th Mar, 2025**. Manual bids shall not be accepted. The E-bids will be **opened on the same day** at **1130 hrs** on www.eprocure.gov.pk in the presence of bidders/their representatives, who would like to attend.

D. Bid security as indicated in the Bid Data Sheet (**i.e., Pakistan Rupees 300,000/-**) in the form of Call Deposit/Bank Draft/Pay Order/Bank Guarantee in favour of DDO (L&M), Ministry of Law and Justice should be submitted to the address mentioned below before online submission deadline of the bid.

E. Ministry of Law and Justice may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Public Procurement Rules, 2004.

Ehsan Ullah Khan
Registrar
Room No. 220, 2nd Floor, R Block,
Ministry of Law and Justice,
Islamabad,
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Ph: +92 51 9202385

Section II. Instructions to Bidders

A. General Provisions

1. Definitions

1.1 Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Firm.
- b) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- c) "Firm/body/Institute" means any highly reputable national or international mediation practice and certification organization, applying as a single entity or a Consortium / Joint Venture, that is eligible – with the training and certification responsibility resting with the Lead Member - and has the expertise and ability to undertake the Assignment as per the requirements of this Document and has not been blacklisted / debarred by the Government or any authority of the Government.
- d) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- e) "Data Sheet" means an integral part of the Instructions to Firms (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- f) "Day" means a calendar day.
- g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Firm, Sub-firm or Joint Venture member(s).
- h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- i) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Firm's bids.
- j) "ITC" (this Section II of the BIDDING DOCUMENTS) means the Instructions to Firms that provides the Firms with all information needed to prepare their Bids.
- k) "Non-Key Expert(s)" means an individual professional provided by the Firm or its Sub-firm and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- l) "Procuring Agency" means the Ministry of Law and Justice (MoLJ), Government of Pakistan.
- m) "Bids" means the Technical Bids and the Financial Bids of the Firm.

- n) "BIDDING DOCUMENTS" means the Request for Bids prepared by the Procuring Agency for the selection of Firms, based on the SBIDDING DOCUMENTS.
- o) "Services" means the work to be performed by the Firm pursuant to the Contract.
- p) "SBIDDING DOCUMENTS" means the Standard Request for Bids, which is used by the Procuring Agency as the basis for the preparation of the BIDDING DOCUMENTS.
- q) "TORs" (this Section VII of the BIDDING DOCUMENTS) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Firm, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Agency named in the Data Sheet intends to select a Firm, in accordance with the method of selection specified in the Data Sheet. The eligible Firms are invited to submit a Technical Bids and a Financial Bids, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Bids will be the basis for negotiating and ultimately signing the Contract with the selected Firm.
- 2.2 The Firms should familiarize themselves with the local conditions and take them into account in preparing their Bids.

3. Conflict of Interest

- 3.1 The Firm is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Firm has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Firm or the termination of its Contract and/or sanctions by the Authority.
- 3.3 Without limitation on the generality of the foregoing, the Firm shall not be hired under the circumstances set forth below:

a. Conflicting assignments

- (i) Conflict among assignments: a Firm (including its Experts) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Firm for the same or for another Procuring Agency.

b. Conflicting relationships

- (ii) Relationship with the Procuring Agency's staff: a Firm (including its Experts and Sub-firms) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the

Procuring Agency shall indicate in the Data Sheet and make available to all eligible Firms together with this BIDDING DOCUMENTS all information that would in that respect give such Firm any unfair competitive advantage over competing Firms.

- 5. Corrupt and Fraudulent Practices**
- 5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section VI.
- 5.2 In further pursuance of this Regulatory Framework, Firms shall permit and shall cause their agents (where declared or not), sub-contractors, sub-firms, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Bids submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
- 6. Eligible countries**
- 6.1 The Procuring Agency permits firms (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.
- 6.2 Furthermore, it is the Firm's responsibility to ensure that its Experts, joint venture members meet the eligibility requirements.
- As an exception to the foregoing Clauses 6.1 and 6.2 above:
- a. Sanctions**
- 6.3 A firm declared blacklisted by the Authority in accordance with the above Clause 5.1 shall not be eligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
- b. Restrictions for public employees**
- 6.4 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Firm's Bids unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they
- (i) are on leave of absence without pay, or have resigned or retired;
 - (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Firm's Bids.; and
 - (iii) their hiring would not create a conflict of interest.

B. Preparation of Bids

- 7. General Considerations**
- 7.1 In preparing the Bids, the Firm is expected to examine the BIDDING DOCUMENTS in detail. Material deficiencies in providing the information requested in the BIDDING DOCUMENTS may result in rejection of the Bids.
- 8. Cost of Preparation of Bids**
- 8.1 The Firm shall bear all costs associated with the preparation and submission of its Bids, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any bids, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any

liability to the Firm.

- 9. Language** 9.1 The Bids, as well as all correspondence and documents relating to the Bids exchanged between the Firm and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.
- 10. Documents Comprising the Bids** 10.1 The Bids shall comprise the documents and forms listed in the Data Sheet.
- 10.2 If specified in the Data Sheet, the Firm shall include a statement of an undertaking of the Firm to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
- 11. Only One Bids** 11.1 The Firm (including the individual members of any Joint Venture) shall submit only one Bids, either in its own name or as part of a Joint Venture in another Bids. If a Firm, including any Joint Venture member, submits or participates in more than one bids, all such bids shall be disqualified and rejected.
- 12. Bids Validity** 12.1 Bids shall remain valid for the period specified in the Data Sheet after the Bids submission deadline prescribed by the Procuring Agency. To ensure the validity of bids, it shall contain bid/bids security as a complementary bid/bids securing instrument having the validity twenty-eight days more than the bid/bids validity period.
- 12.2 During this period, the Firm shall maintain its original Bids without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Firm's Bids was not available at the time of Bids submission or was included in the Bids without his/her confirmation, such Bids shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period** 12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Bids Securing Instrument shall also be extended in conformity with the period of extension.
- 12.5 If the Firm agrees to extend the validity of its Bids, it shall be done without any change in the original Bids and with the confirmation of the availability of the Key Experts.
- 12.6 The Firm has the right to refuse to extend the validity of its Bids in which case such Bids will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension** 12.7 If any of the Key Experts become unavailable for the extended validity period, the Firm shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Firm fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or

justification are unacceptable to the Procuring Agency, such Bids will be rejected.

c. Sub-Contracting

12.9 The Firm shall not subcontract the part or whole of the Services.

d. Bid Security

12.10 The bid security is required to protect the Procuring Agency against the risk of Firm's conduct which would warrant the firm to face the blacklisting or debarment proceedings in accordance with regulatory framework.

12.11 Any Bids not accompanied by a bid security shall be rejected by the Procuring Agency as non-responsive.

12.12 The bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Irrevocable en-cashable call-deposit/bank draft/pay order/bank guarantee in the name as specified in BDS.

12.13 The successful bidder's bid security will be discharged upon signing the contract with the successful bidder, and furnishing the performance security.

12.14 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency.

12.15 A Firm shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the bid submission form and its bid security may be forfeited:

(a) if the Firm withdraws its Bids, except as provided in ITC 12.6 or

(b) In the case of a successful Bidder, if the Bidder fails:

- i. to sign the contract within the specified time limit
- ii. fails to provide performance security
- iii. fails to perform satisfactory services

13. Clarification and Amendment of BIDDING DOCUMENTS

13.1 The Firm may request a clarification of any part of the BIDDING DOCUMENTS during the period indicated in the **Data Sheet** before the Bids' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, to the Firm. Should the Procuring Agency deem it necessary to amend the BIDDING DOCUMENTS as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

- i. At any time before the bids submission deadline, the Procuring Agency may amend the BIDDING DOCUMENTS by issuing an amendment.
- ii. If the amendment is substantial, the Procuring Agency may extend the bids submission deadline to give the Firms reasonable time to take an amendment into account in their Bids.

13.2 The Firm who has already submitted the bids prior to any amendments in the BIDDING DOCUMENTS, may submit a modified Bids or a modification to any part of it based on the respective amendment in the BIDDING DOCUMENTS at any time prior to the bids submission deadline. No modifications to the Technical or Financial Bids shall be accepted after the deadline.

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| 14. Preparation of Bids – Specific Considerations | 14.1 | While preparing the Bids, the Firm must give particular attention to the following: <ul style="list-style-type: none"> i. If stated in the Data Sheet, the Firm shall include in its Bids at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Bids will be adjusted for the purpose of comparison of bids and decision for award in accordance with the procedure in the Data Sheet. |
| 15. Technical Bids Format and Content | 15.1 | The Technical Bids shall not include any information regarding Financial Bids. A Technical Bids containing material financial information shall be declared non-responsive. |
| | 15.2 | Depending on the nature of the assignment, the Firm is required to submit a Full Technical Bids (FTP), as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the BIDDING DOCUMENTS. |
| 16. Financial Bids | 16.1 | The Financial Bids shall be prepared using the Standard Forms provided in Section 4 of the BIDDING DOCUMENTS. It shall list all costs associated with the assignment in the Data Sheet . |
| a. Taxes | 16.2 | The Firm is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency’s country is provided in the Data Sheet. |
| b. Currency of Bids | 16.3 | The Firm shall express the price for its Services in the currency or currencies as stated in the Data Sheet. |
| c. Currency of Payment | 16.4 | Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Bids. |

C. Submission, Opening and Evaluation

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| 17. Submission, Sealing, and Marking of Bids | 17.1 | The Bidders through the system shall fill/upload the standard entries of the technical and financial proposals forms and allied sections. The Bidders through the system shall encrypt those entries electronically in the form of two encrypted packages with the separate encryption timelines as configured in the e-PADS system in accordance with the opening schedule defined in the procurement notice and respective procurement documents. |
| | 17.2 | The Bidders shall however submit the e-PADS Tender prints in a sealed envelope. The inner and outer envelopes shall: <ul style="list-style-type: none"> (a) be addressed to the Procuring Agency at the address given in the BDS. <p style="margin-left: 40px;">bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS.</p> |
| | 17.3 | Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bids. |
| Withdrawal of bids | 17.4 | A Firm may withdraw its Bids after it has been submitted, provided that written notice of the withdrawal of the Bids, is received by the Procuring Agency prior to the deadline for submission of Bids. |

18. Confidentiality

- 18.1 From the time the Bids are opened to the time the Evaluation Report is published, the Firm should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Bids. Information relating to the evaluation of Bids shall not be disclosed to the Firms who submitted the Bids or to any other party not officially concerned with the process, until the publication of the Evaluation Report.
- 18.2 Any attempt by Firms or anyone on behalf of the Firm to influence improperly the Procuring Agency in the evaluation of the Bids may result in the rejection of its Bids, and may be subject to the application of prevailing blacklisting procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Bids' opening to the time of publication of evaluation report, if a Firm wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.

**19. Opening of Bids
(Technical Bids)**

- 19.1 The Procuring Agency shall access the encrypted technical proposal portion through EPSS after lapse of 30 minutes on the date of proposal submission deadline configured in the system.
- 19.2 The Procuring Agency shall open the technical proposals at the time, date and venue mentioned in the opening schedule in the presence of the applicants/bidders in accordance with the requirement of Rule 28(2) of the Public Procurement Rules, 2004. The applicants/bidders may be physically present or may choose to participate online during live opening session.
- 19.3 The Procuring Agency shall fill out the entries of the Technical Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
- 19.4 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Bids in the presence of the Firms' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Bids shall remain sealed until they are opened in accordance with Clause 23 of the ITC.
- 19.5 At the opening of the Technical Bids the following shall be read out:
 - (i) the name and the country of the Firm or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
 - (ii) the presence or absence of a duly sealed envelope with the Financial Bids;
 - (iii) any modifications to the Bids submitted prior to bids submission deadline; and
 - (iv) any other information deemed appropriate or as indicated in the

Data Sheet.

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| 20. Bids Evaluation | 20.1 | Subject to provision of Clause 15.1 of the ITC, the Selection Committee of the Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded. |
| | 20.2 | The Firm is not permitted to alter or modify its Bids in any way after the bids submission deadline. While evaluating the Bids, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Bids. |
| 21. Evaluation of Technical Bids | 21.1 | The Procuring Agency's evaluation committee shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and the BIDDING DOCUMENTS, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet . Each responsive Bids will be given a technical score. A Bids shall be rejected at this stage if it does not respond to important aspects of the BIDDING DOCUMENTS or if it fails to achieve the minimum technical score indicated in the Data Sheet . |
| 22. Opening of Financial Bids (for QCBS) | 22.1 | After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the firm along with the technical scores. The Financial Bids of non-responsive firms will be returned unopened after completing the selection process and Contract signing. The Procuring Agency shall notify in writing those Firms that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Bids. The opening date should allow the Firms sufficient time to make arrangements for attending the opening. The Firm's attendance at the opening of the Financial Bids (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Firm's choice. |
| | 22.2 | The Financial Bids shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Firms whose bids have passed the minimum technical score. At the opening, the names of the Firms, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Bids will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids shall be then opened, and the total prices read aloud and recorded. |
| 23. Correction of Errors | 23.1 | Activities and items described in the Technical Bids but not priced in the Financial Bids, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Bids. |
| a. Lump sum Contracts | 23.1.1 | The contract will be lump sum . |
| 24. Taxes | 24.1 | The Procuring Agency's evaluation of the Firm's Financial Bids shall include taxes and duties in accordance with the instructions in the Data Sheet . |
| 25. Conversion to Single Currency | 25.1 | For the evaluation purposes, there shall be no conversion of currency, as the Firms shall be submitting Financial Bids in the currency specified in the BDS. |
| 26. Combined Quality and Cost Evaluation | | |
| a. Quality- and Cost-Based Selection (QCBS) | 26.1 | In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Firm achieving the highest combined technical and financial score will be invited for negotiations. |

D. Negotiations and Award

- 27. Negotiations**
- 27.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Firm's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Firm.
- 27.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Firm's authorized representative.
- a. Availability of Key Experts**
- 27.3 The invited Firm shall confirm the availability of all Key Experts/trainers included in the Bids as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts / trainers availability may result in the rejection of the Firm's Bids and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Firm.
- 27.4 Notwithstanding the above, the substitution of Key Experts/trainers at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Firm, including but not limited to death or medical incapacity. In such case, the Firm shall offer a substitute Key Expert/trainer within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert/trainer.
- b. Technical negotiations**
- 27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations**
- 27.6 There shall be no financial negotiations, however, it may include only the clarification of the Firm's tax liability and how it should be reflected in the Contract.
- 28. Conclusion of Negotiations**
- 28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Firm's authorized representative.
- 28.2 If the negotiations fail, the Procuring Agency shall inform the Firm in writing of all pending issues and disagreements and provide a final opportunity to the Firm to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Firm of the reasons for doing so; and the Procuring Agency will invite the next-ranked Firm to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Firm, the Procuring Agency shall not reopen the earlier negotiations.
- 29. Award of Contract**
- 29.1 Subject to ITC 28, the Procuring Agency will award the Contract to the Firm whose Bids has been determined to be substantially responsive to the BIDDING DOCUMENTS Documents and who has been declared as Most Advantageous Firm, provided that such Firm has been determined to be:
- a) eligible in accordance with the provisions of ITC 6;
 - b) is determined to be qualified to perform the Contract satisfactorily; and
 - c) Successful negotiations have been concluded, if any.
- 29.2 The successful firm shall furnish to the Procuring Agency a performance security in the form and the amount stipulated in data sheet within a period of 14 (Fourteen) days after the receipt of notification of award.

Failure of the successful firm to comply with the aforementioned requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

30. Grievance Redressal Mechanism

- 30.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending upon the nature of the procurement.
- 30.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
- 30.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
- 30.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 30.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- 30.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
- 30.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".

31. Mechanism of Blacklisting

- 31.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations.
- 31.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 31.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
- 31.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal

hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

- 31.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 31.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 31.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 31.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 31.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 31.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- 31.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 31.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: Ministry of Law and Justice</p> <p>Method of selection: Quality and Cost Based Selection Method (QCBS)</p>
2.2	<p>The name of the assignment is: Procurement of Services for Accredited Training of Mediators</p>
6.3	<p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p>
B. Preparation of Bids	
9.1	<p>The language of the Bid is English.</p> <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is English.</p>
10.1	<p>The Bids shall comprise the following:</p> <p><u>Technical Bids:</u> Company/Organization/Firm Profile and documents for meeting mandatory requirements Power of Attorney to sign the Bids TECH-1 TECH-2 TECH-3 TECH-4</p> <p><u>Financial Bids:</u> FIN-1 FIN-2</p>
10.2	<p>Statement of Undertaking is required Yes</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p>Participation of Key Experts and Non-Key Experts in more than one Bids is permissible No</p>
12.1	<p>Bids shall be valid for 180 days from the closing date.</p>
12.10	<p>The bids shall be accompanied by a bid security. The amount of bid security shall be Pakistan Rupees 300,000/-</p> <p>The bids found deficient of the Bid Security amount shall not be considered.</p>

	<p>The bid security should be in the shape of pay order/demand draft/call deposit/bank guarantee in favour of DDO (L&M), Ministry of Law and Justice.</p> <p>No personal cheques shall be acceptable at any cost.</p> <p>Any previous bid security shall not be considered or carried forward.</p>
13.1	<p>Clarifications may be requested not later than 07 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Office of the Registrar (IMAC), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan</p>
15.2	<p>The format of the Technical Bids to be submitted is: FTP</p> <p>Submission of the Technical Bids in a wrong format may lead to the Bids being deemed non-responsive to the BIDDING DOCUMENTS requirements.</p>
16.2	<p>Information on the Firm's tax obligations can be found in Section 2(36)(c) of the Income Tax Ordinance, 2001</p>
16.4	<p>The Financial Bids shall be stated in the following currencies: Pakistani Rupees</p>
C. Submission, Opening and Evaluation	
17.4	<p>The Firm must submit</p> <p>Sealed bids (as prescribed in Bid Data Sheet of the Bidding Documents) of the submitted e-PADS Tender Prints</p> <p>(a) Technical Bids: one (1) original and two (02) copies (b) Financial Bids: one (1) original and two (02) copies</p>
17.7 and 17.9	<p>The Bids must be submitted not later than:</p> <p>Date: 12th Mar, 2025 Time: 11:00 AM local time PST</p> <hr/> <p>The Bids submission address is:</p> <p>All bids must be submitted through e-PADS. Manual submission of bid without e-PADS electronic bid is NOT acceptable / entertained. Sealed bids (as prescribed in Bid Data Sheet of the Bidding Documents) of the submitted e-PADS Tender Prints, supported by earnest money should reach:</p> <p>Office of the Registrar (IMAC), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan</p>
19.5	<p>An online option of the opening of the Technical Bids is offered: Yes, if requested by the Firm(s) The opening shall take place at:</p>

Date: 12th Mar, 2025
Time: 11:30 AM local time PST

19.6 In addition, the following information will be read aloud at the opening of the Technical Bids
 N/A

21.1 **Mandatory Criteria**
 The firm not meeting the following mandatory requirements will not be considered for evaluation:

Sr. #	Documentary Requirements (No Means Disqualification)	Yes	No
1	Certificate of Incorporation with SECP or Registrar or relevant Registration authority (national or foreign) showing organizational legal status.		
2	Tax Certificates GST/NTN/ATL. In case of Not for Profit Organization, Tax exemption certificate from FBR (Section 2(36)(c) of the Income Tax Ordinance, 2001) (or equivalent foreign tax status)		
3	At least two (2) yeas of registration of organization		
4	Past five (5) year experience of training and certification of mediators by the Lead Member.		
5	International recognition of Certification		
6	Proof of accredited mediation training.		
7	Proof that trainers of the firm are active mediation practitioners, with at least 5 years of active mediation training and practice experience		
8	Active License and relevant institutional mandate (If applicable)		
9	Shall not be under a declaration of ineligibility for corrupt and fraudulent practices and should not be black listed by any Government/Non Government Organization. An affidavit duly attested by notary public shall be attached with the bidding document.		

Note: Verifiable documentary evidence(s)/proof(s) should be provided for all above mandatory requirements.

A. Institutional Expertise (30 points)

Sr. #	Institutional Capacity Assessment	Max. Points	Points Distribution	Requirements
1	International mediation training/practice	7.5		
2	Experience of training and certification of mediators by the Lead Member	7.5	7.5	More than 10 years
			4	05 years to 10 years
			0	Less than 05 years

3	No. of Trainings and certifications of mediators by the Lead Member	7.5	7.5	10 in last 5 years
			3.5	At least 5 in last 5 years
			0	Less than 05 in last 5 years
4	International recognition of Certification	7.5		

B. Team Capacity (30 points)

Sr. #	Institutional Capacity Assessment	Max. Points	Points Distribution	Requirements
1	Trainer(s) is/are active mediation practitioner(s)	10		
2	Trainer's experience of active mediation training(s)	10	10	More than 10 years experience
			5	05 years to 10 years experience
			0	Less than 05 years experience
3	No. of Mediation Trainers	10		Two and half (2.5) marks for each trainer (max. 10 marks)

Total points for Technical Evaluation are **60**. The interested firms who score **less than 60%** of total points for Technical Evaluation will be **disqualified**.

The minimum technical score (St) required to pass is: **36**

22.1	An online option of the opening of the Financial Bids is offered: Yes, if requested by Firm(s)
24.1	The price quoted shall be inclusive of income and General Sales Tax (GST) and other taxes and duties, insurances etc. If there is no mention of taxes, the offered price/quoted price(s) will be considered as inclusive of all prevailing taxes/duties. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Firm and which taxes are withheld and paid by the Procuring Agency on behalf of the Firm.
25.1	The price shall be in Pakistani Rupees and shall be fixed.
26.1 (QCBS only)	The lowest evaluated Financial Bids (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Bids is calculated as

	<p>following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the bids under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Bids are: T = 60 P = 40</p> <p>Bids are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Bids; P = the weight given to the Financial Bids; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	
29.2	10% of the contract amount as performance guarantee

Section III. Technical Bids – Standard Forms

{Notes to Firm shown in brackets { } throughout Section 3 provide guidance to the Firm to prepare the Technical Bids; they should not appear on the Bids to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP (v)	FORM	DESCRIPTION
√	TECH-1	Technical Bids Submission Form.
“√” If applicable	TECH-1 Attachment	If the Bids is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
√	TECH-2	Firm’s Organization and Experience.
√	TECH-2A	A. Firm’s Organization
√	TECH-2B	B. Firm’s Experience
√	TECH-3	Work Schedule and Planning for Deliverables
√	TECH-4	Curriculum Vitae (CV) of Key Experts

All pages of the original Technical and Financial Bids shall be initialed by the same authorized representative of the Firm who signs the Bids.

FORM TECH-1

Technical Bids Submission Form

*(Place this Letter of Bid in the first envelope "TECHNICAL BIDS".)
(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)*

{Location, Date}

To: Registrar (IMAC),
Ministry of Law and Justice,
Room No. 220, 2nd Floor, R Block, Pakistan Secretariat,
Islamabad, Pakistan

Dear Sir,

We, the undersigned, offer to provide the consultancy services for the training and certification of mediators and mediation master trainers in Islamabad Capital Territory in accordance with your Request for Bids dated *[Insert Date]* and our Bids. "We are hereby submitting our Bids, which includes this Technical Bids and a Financial Bids sealed in a separate envelope".

{If the Firm is a joint venture, insert the following: We are submitting our Bids a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- (a) All the information and statements made in this Bids are true and we accept that any misinterpretation or misrepresentation contained in this Bids may lead to our disqualification by the Procuring Agency.
- (b) Our Bids shall be valid and remain binding upon us for 180 days from the date fixed for technical bid opening.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 27.4 may lead to the termination of Contract negotiations.
- (f) Our Bids is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Bids is accepted and the Contract is signed, to initiate the Services related to the assignment not later than 15 days from the date of signing of the contract.

We understand that the Procuring Agency is not bound to accept any Bids that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Firm (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2

FIRM'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Firm's organization and an outline of the recent experience of the Firm that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Firm's Key Experts who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture, the amount paid to the Firm), and the Firm's role/involvement.

A - Firm's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Firm's Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Firm was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Firm's individual experts/trainers working privately or through other consulting firms cannot be claimed as the relevant experience of the Firm, or that of the Firm's partners, but can be claimed by the Experts themselves in their CVs. The Firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references as requested by the Procuring Agency.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value / Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Firm}

FORM TECH-3

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Days											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-2	Impart training and certification to mediator's and the master trainers													
	Impart training using the Lead Member's standard training and practice manuals;													
	Issuance of certificates to qualifying mediators at the end of training;													
	Perform tasks incidental to the above													
	Training workshop report.													
N														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-4

CURRICULUM VITAE (CV)

Position Title	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/firm to... For references: Tel...../e-mail.....; Mr. X,Y,Z, deputy minister]		

Total Experience: _____(Years, Months, Days)

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Firm’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Expert will be involved}	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

Name of Expert

Date {day/month/year}

Signature

Name of authorized Representative of the Firm (the same who signs the Bids)

Date {day/month/year}

Signature

Section IV. Financial Bids - Standard Forms

{*Notes to Firm* shown in brackets { } provide guidance to the Firm to prepare the Financial Bids; they should not appear on the Financial Bids to be submitted.}

Financial Bids Standard Forms shall be used for the preparation of the Financial Bids according to the instructions provided in Section II.

FIN-1 Financial Bids Submission Form

FIN-2 Summary of Costs

FORM FIN-1
Financial Bids Submission Form

(Place this Letter of Bid in the second envelope "FINANCIAL BIDS".)
(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

{Location, Date}

To: Registrar (IMAC)
Ministry of Law and Justice,
Room No. 220, 2nd Floor, R Block, Pakistan Secretariat,
Islamabad, Pakistan

Dear Sir:

We, the undersigned, offer to provide the consultancy services for the training and certification of mediators and mediation master trainers in Islamabad Capital Territory in accordance with your Request for Bids dated [Insert Date] and our Technical Bids.

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *including all taxes*.

Our Financial Bids shall be valid and remain binding upon us for 180 days from us for 180 days from the date fixed for technical bid opening.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Bids and Contract execution.

We understand you are not bound to accept any Bids you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/firm, in which case the power of attorney to sign on behalf of all members shall be attached}

Form FIN-2 Summary of Costs

Name of Bidder _____

Training and Certification Services	Amount (Rs.) / Training	Taxes (Rs.) / Training	Total Amount (Rs.) / Training (incl. of taxes)	No. of Trainings	Total Amount (Rs.) (incl. of taxes)
Training for 24 Mediators				04	

Total amount of Bid in Figures _____

Total amount of Bid in Words _____

Signature of authorized person _____

Section V. Eligible Countries

All the firms are allowed to participate in the subject procurement without regard to nationality, except firms of some nationality, prohibited in accordance with policy of the Federal Government of Pakistan.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

Section VI. Terms of Reference

Introduction & Background

Alternative Dispute Resolution (ADR) Act was promulgated in 2017 (**the ADR Act, 2017**). Subsequently, ADR MEDIATION ACCREDITATION (ELIGIBILITY) RULES, 2023 and thereafter ALTERNATIVE DISPUTE RESOLUTION (ACCREDITATION) RULES, 2023 were notified. Mediation in Pakistan is primarily governed by the Rules *ibid*, which are part of the broader legal framework for alternative dispute resolution (ADR) in the country. The rules aim to provide a structured approach to resolving disputes outside the courtroom, focusing on negotiation and agreement between the parties with the help of a neutral third-party mediator.

As part of this pilot project, trainings of mediators shall be conducted by a reputable organization. Upon completion of training, certificates will be issued to the mediators. Such certified mediators would be eligible for referral of mediations cases by the Courts in Islamabad as per applicable law, rules and procedures.

Objectives

International Mediation and Arbitration Center (IMAC), Ministry of Law and Justice intends to hire a Firm for the training and certification of mediators primarily, but not exclusively, for the court-referred mediations within the territorial jurisdiction of the Islamabad High Court.

Generalized ToRs

OUTPUT/EXPECTED DELIVERABLES:

Deliverable-1: Each batch of 24 mediators trained and accredited /certified for empanelment with the concerned international accrediting mediation body. The certification will entitle the certified mediators to apply and be governed by the mediation process framework and the mediator code of conduct of the Lead Member.

Deliverable-2:

- (a) Impart training and certification to mediators.
- (b) Impart training using the Lead Member's standard training and practice manuals;
- (c) Issuance of hard and soft copy of original certificates and accreditation to qualifying mediators at the end of training;
- (d) Perform tasks incidental to the above; and
- (e) Training workshop report.

Tasks details for the firm under the deliverables:

The expert/organization under the deliverable is expected:

- To develop the draft agenda of the training workshop and get the feedback on it from MoL&J
- To provide IMAC with the final version of the training workshop agenda ready for the dissemination among the workshop participants;
- To organize and manage the five-day long training workshop in Pakistan for mediators using the Firm's standard training manuals;
- To participate in a preparatory meeting with IMAC, MOL&J representatives and experts the day before the training workshop to have the final discussion on the training workshop agenda, facilitation processes, roles of key participants and expected results;
- To develop and submit to IMAC, MoL&J a comprehensive report on training workshops. The report should be in English. The report should include overview of the workshop, contents of the training, conclusions, recommendations, challenges on the next steps to be done as a follow up to the workshop in particular pretext of ADR Ecosystem of Pakistan.

DURATION OF THE CONTRACT:

The total number of trainings will be max. up to 4 (four) in a year and will be conducted quarterly. The number of trainings can be increased or decreased.

The Payment will be made after successful completion of each training.

Training 1	Training completed successfully and submitted report	1 st payment will be made
Training 2	Training completed successfully and submitted report	2 nd Payment will be made
Training 3	Training completed successfully and submitted report	3 rd Payment will be made
Training 4	Training completed successfully and submitted report	4 th Payment will be made

The Firm will work closely with the IMAC, Ministry of Law and Justice and will share progress of the activities from time to time as agreed and submit its final report on the conclusion of the last training.

DURATION OF TRAINING:

Training course shall be of minimum 5 days period (40 hours) and will lead to certification by the Firm.

PERFORMANCE LOCATION:

All trainings will be conducted in Pakistan by physical attendance of the Firm and mediators.

The venue for conducting trainings will be arranged by IMAC, MoL&J. (This excludes boarding & lodging or other travel arrangements and associated expenses of the Trainers and the firm)

Deliverable Date:

Start of the training within 30 days from date of Commencement

PART II

Section VII STANDARD FORM OF CONTRACT

Contract for Firm's Services

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Firm]

Dated: _____

1. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Firm]* (hereinafter called the "Firm").

[If the Firm consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Firm's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Firm").]

WHEREAS

- (a) the Procuring Agency has requested the Firm to provide certain consultancy services as defined in this Contract (hereinafter called the "Services");
- (b) the Firm, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Remuneration Cost Estimates

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Firm shall be as set forth in the Contract, in particular:

- (a) the Firm shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Firm in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Firm or Name of a Joint Venture]*

[Authorized Representative of the Firm – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Firm [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

General Conditions of the Contract

A. General Provisions

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means Ministry of Law and Justice, Government of Pakistan.
- (c) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Firm.
- (d) **“Firm”** means any highly reputable national or international mediation practice and certification organization, applying as a single entity or a Consortium / Joint Venture, that is eligible – with the training and certification responsibility resting with the Lead Member - and has the expertise and ability to undertake the Assignment as per the requirements of this BIDDING DOCUMENTS Document and has not been blacklisted/debarred by the Government or any authority of the Government.
- (e) **“Contract”** means an agreement enforceable by law;
- (f) **“Day”** means calendar day unless indicated otherwise.
- (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Firm or JV member(s) assigned by the Firm to perform the Services or any part thereof under the Contract.
- (i) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (j) **“GCC”** means these General Conditions of Contract.
- (k) **“Government”** means the Government of Pakistan.
- (l) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (m) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Firm’s bids.
- (n) **“Local Currency”** means the currency of Pakistan
- (o) **“Non-Key Expert(s)”** means an individual professional provided by the Firm to perform the Services or any part thereof under the Contract.
- (p) **“Party”** means the Procuring Agency or the Firm, as the case may be, and **“Parties”** means both of them.
- (q) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) **“Services”** means any object of procurement other than goods or works; the

work to be performed by the Firm pursuant to this Contract, as described in Appendix A hereto.

(s) **“Site”** (if applicable) means the land and other places where Works/services are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.

(t) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Firm.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Firm. The Firm, subject to this Contract, has complete charge of the Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Procuring Agency may approve.

8. Authority of Member in Charge

8.1. In case the Firm is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Firm’s rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. Authorized Representatives

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

10. Fraud and Corruption

10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

10.2 The Firm/Applicant/ Bidders shall permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary

Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communications between the Firm and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject bids, if it is established that the Firm was engaged in corrupt and fraudulent practices in competing for the contract.

10.5 Procuring Agency will also declare the Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Firm instructing the Firm to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Firm shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any bids for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other

action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (07) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm, upon instructions by the Procuring Agency, shall either:

- (a) demobilize, in which case the Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Firm shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49.

18. Suspension

18.1. The Procuring Agency may, by written notice of suspension to the Firm, suspend all payments to the Firm hereunder if the Firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firm to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Firm of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least 14 (fourteen) calendar days' written notice in case of the event referred to in (f):

- (a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Firm becomes (or, if the Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.
- (d) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Firm fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Firm, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in GCC 10, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Firm, terminate the Firm's employment under the Contract.

b. By the Firm

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

- (a) If the Procuring Agency fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 49 within forty-five (45) calendar days after receiving written notice from the Firm that such payment is overdue.
- (b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Procuring Agency of the Firm's notice specifying such breach.

c. Cessation of

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12

Rights and Obligations

or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Procuring Agency, the Firm shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Firm:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

C. Obligations of the Firm

20. General

a. Standard of Performance

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

20.2 The Firm shall employ and provide such qualified and experienced Experts as are required to carry out the Services.

b. Law Applicable to Services

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

21. Conflict of Interests

21.1 The Firm shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Firm Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Firm pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Firm's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that

the Experts, similarly shall not receive any such additional payment.

- b. Firm and Affiliates Not to Engage in Certain Activities** 21.1.2 The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Firm's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities** 21.1.3 The Firm shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.4 The Firm has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Firm** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Firm's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Firm** 24.1 The Firm (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Firm shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Firm shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Firm shall permit the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Firm's attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.
- 26. Reporting Obligations** 26.1 The Firm shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Procuring Agency in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Firm for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Firm may retain a copy of such documents, data and/or software but shall not

use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2 If license agreements are necessary or appropriate between the Firm and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Firm shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Firm by the Procuring Agency, or purchased by the Firm wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Firm shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions.

28.2 Any equipment or materials brought by the Firm or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Firm or the Experts concerned, as applicable.

29. Code of Conduct

29.1 The Procuring Agencies and the Firm are bound to follow the Code of Ethics issued by the Authority.

D. Firm's Experts

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Firm's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Firm's written request and due to circumstances outside the reasonable control of the Firm, including but not limited to death or medical incapacity. In such case, the Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Firm shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within fifteen (15) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency. No additional remuneration shall be paid to the Firm.

33. Removal of Experts

33.1 If the Procuring Agency finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Firm's Expert has engaged in Fraud and Corruption while performing the Services, the Firm shall, at the Procuring Agency's written request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Firm to provide a replacement.

33.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

**34. Replacement/
Removal of Experts
– Impact on
Payments**

34.1 Except as the Procuring Agency may otherwise agree, (i) the Firm shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**35. Working Hours,
Overtime, Leave,
etc.**

35.1 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Firm's remuneration shall be deemed to cover these items.

35.2 Any taking of leave by Key Experts shall be subject to the prior approval by the Firm who shall ensure that absence for leave purposes will not delay the progress and or impact adequate provision of the Services.

E. Obligations of the Procuring Agency

**36. Assistance and
Exemptions**

36.1 Unless otherwise specified in the **SCC**, the Procuring Agency shall use its best efforts to:

- (a) Assist the Firm with obtaining work permits and such other documents as shall be necessary to enable the Firm to perform the Services.
- (b) Assist the Firm with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Firm and the Experts employed by the Firm for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Firm, and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Firm any such other assistance as may be specified in the **SCC**.

**37. Access to Project
Site**

37.1 The Procuring Agency warrants that the Firm shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Firm and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the

Firm or the Experts.

- 38. Change in the Applicable Law Related to Taxes and Duties** 38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Firm in performing the Services, the contract price shall not be affected.
- 39. Services, Facilities and Property of the Procuring Agency** 39.1 The Procuring Agency shall make available to assist the Firm and the Experts, for the purposes of the Services; the services, facilities and venue described in the Terms of Reference (**Appendix A**).
- 39.2 In case that such services, facilities and venue shall not be made available to the Firm as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Firm for the performance of the Services, (ii) the manner in which the Firm shall procure any such services, facilities and venue from other sources.
- 40. Counterpart Personnel** 40.1 The Procuring Agency shall make available to the Firm free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Firm's advice, if specified in **Appendix A**.
- 40.2 If counterpart personnel are not provided by the Procuring Agency to the Firm as and when specified in **Appendix A**, the Procuring Agency and the Firm shall agree on how the affected part of the Services shall be carried out.
- 40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Firm that is consistent with the position occupied by such member, the Firm may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.
- 41. Payment Obligation** 41.1 In consideration of the Services performed by the Firm under this Contract, the Procuring Agency shall make such payments to the Firm and in such manner as is provided by GCC F below.
- F. Payments to the Firm**
- 42. Ceiling Amount** 42.1 The cost of the Services is set forth in **Appendix C** (Remuneration).
- 42.2 Payments under this Contract shall not exceed the cost for services as mentioned in 42.1.
- 43. Remuneration and Reimbursable Expenses** 43.1 The Procuring Agency shall pay to the Firm remuneration in lump sum amount as settled in this contract for the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing.
- 43.2 All payments shall be at the cost set forth in **Appendix C**.
- 44. Taxes and Duties** 44.1 The Firm and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 45. Currency of Payment** 45.1 Any payment under this Contract shall be made in the currency specified in the **SCC**.
- 46. Mode of Billing and Payment** 46.1 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Agency shall pay the Firm's invoices within ninety (90) days after the receipt by the Procuring Agency of such invoices with supporting

documents subject to satisfactory report of the Procuring Agency.

- (b) All payments under this Contract shall be made to the accounts of the Firm specified in the **SCC**.

47. Interest on Delayed Payments

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (b), interest shall be paid to the Firm on any amount due by, not paid on, such due date at the rate stated in the **SCC**.

G. Fairness and Good Faith

48. Good Faith

48.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

49. Amicable Settlement

49.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 49.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

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

Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Pakistan.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Agency :</p> <p>Additional Director (Liaison & Monitoring), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan</p> <p>Firm : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p>[Note: If the Firm consists only of one entity, state "N/A"; OR If the Firm is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: [name, title] _____</p> <p>For the Firm: [name, title] _____</p>
11.1	The effective date of the contract is _____.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 22 days</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 14 days.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 180 days.</p>

21 b.

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Firm should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.2

Yes

23.1	<p>The following limitation of the Firm’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Firm’s Liability towards the Procuring Agency:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Firm or on the part of any person or a firm acting on behalf of the Firm in carrying out the Services, the Firm, with respect to damage caused by the Firm to the Procuring Agency’s property, shall not be liable to the Procuring Agency:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or actual damage</p>
27.1	<i>No exceptions.</i>
29. Code of Conduct	The Firm is “required” to have a Code of Conduct for Experts as per the policy of the Authority.
42.2	There is no ceiling.
45.1	The currency [currencies] of payment shall be the following: Pakistani Rupee
47.1	The interest rate will be 0.01% of the contract value per week.
49.	<p>[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]</p> <p>Dispute Resolution</p> <p>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.</p> <p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p>

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

I. Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Firm during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Firm's team; specific tasks that require prior approval by the Procuring Agency.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the BIDDING DOCUMENTS and modified based on the Forms TECH-1 through TECH-4 in the Firm's Bids. Highlight the changes to Section 7 of the BIDDING DOCUMENTS]

Appendix B - Key Experts

[Insert a table based on Form TECH-4 of the Firm's Technical Bids and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Attach work schedule, and planning for deliverables – Form Tech – III.

Appendix C – Remuneration

Attach FIN-2.