

**TENDER DOCUMENT
FOR
PROCUREMENT OF IT AND OFFICE EQUIPMENT
FOR
STRENGTHENING AND CAPACITY ENHANCEMENT OF LEGAL WINGS
OF MINISTRY OF LAW AND JUSTICE AND FEDERAL MINISTRIES/DIVISIONS**

Tender No. 2(09)/2024-LMC

PROCURING AGENCY: MINISTRY OF LAW AND JUSTICE

Issued on: May, 2024

PART A
BIDDING PROCEDURE AND REQUIREMENTS
SECTION I
INVITATION TO BIDS



GOVERNMENT OF PAKISTAN
Ministry of Law and Justice
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Tender Reference No: 2(09)/2024-LMC

Date: 11th May, 2024

Subject: **TENDER NOTICE FOR PROCUREMENT OF IT AND OFFICE EQUIPMENT**

A. Ministry of Law and Justice invites sealed bids from original manufacturers/authorized distributors/suppliers registered with Income Tax and Sales Tax Departments with Active Tax Payer List on Federal Board of Revenue (FBR) through **single stage - one envelope procedure** in terms of Rule 36(a) of PPRA Rules, 2004 for the **Procurement of IT and Office Equipment** for its project titled "Strengthening and Capacity Enhancement of Legal Wings of Ministry of Law and Justice and Federal Ministries/Divisions" at the locations as mentioned in Schedule of Requirements of bidding documents.

B. Interested bidders may obtain the bidding documents from the office of Deputy Secretary (Dev), Ministry of Law and Justice, 2nd Floor, Federal Service Tribunal Building, Atta Turk Road, G-5/2, Islamabad between **0830 Hrs to 1630 Hrs**, or download from the website of this Ministry (www.molaw.gov.pk) and PPRA (www.ppra.org.pk). The tender duly signed, stamped, sealed and in complete conformity should reach the Office of Deputy Secretary (Development), Ministry of Law and Justice on or before **1400 Hrs on 27th May, 2024**. The bids will be opened on the same day at 1430 Hrs in the presence of bidders/their representatives, who would like to attend. In case the bid opening date is declared a public holiday then the bids will be received and opened on the next working day or as notified.

C. Bidders are required to bid for the entire 100% items and quantities. Bid security amounting to **Rs. 50,000/-** as indicated in the Bid Data Sheet of bidding documents in the form of Call Deposit/Bank Draft/Pay Order in favour of DDO, Development Wing, Ministry of Law and Justice should be enclosed with the tender otherwise the tender will not be accepted.

D. 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.

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SECTION II:
INSTRUCTIONS TO BIDDERS (ITBs)

Instructions to Bidders (ITB)

A. INTRODUCTION

- 1. Scope of Bid** 1.1 The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS.
- 2. Source of funds** 2.1 Ministry of Law and Justice (PSDP)
- 3. Eligible Bidders**
- 3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
- 3.2 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- 3.3 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
- 3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- 3.5 The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business
- 3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
- (a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - (b) have controlling shareholders in common; or

- (c) receive or have received any direct or indirect subsidy from any of them; or
- (d) have the same legal representative for purposes of this Bid; or
- (e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process.
- (f) Submit more than one Bid in this Bidding process

3.7 A Bidder may be ineligible if:

- (a) he is declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
- (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid security.
- (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

3.8 Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".

4.2 For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.

4.3 The nationality of the supplier that supplies, assembles, distributes, or

sells the goods and services shall not determine the origin of the goods.

4.4 To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.

4.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan, the goods indicated in its Bid.

5. One Bid per Bidder

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

5.2 No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

5.3 A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents

7.1 The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:

Section I - Invitation to Bids

Section II - Instructions to Bidders (ITBs)

Section III - Bid Data Sheet (BDS)

Section IV - Eligible Countries

Section V - Technical Specifications, Schedule of Requirements

Section VI - Forms – Bid

Section VII - General Conditions of Contract (GCC)

Section VIII - Special Conditions of Contract (SCC)

Section IX - Contract Forms

7.2 The number of copies to be completed and returned with the Bid is specified in the **BDS**.

7.3 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency.

7.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1**.

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

8.4 Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9**.

9. Amendment of Bidding Documents

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

9.2 Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:

Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.

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

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

C. PREPARATION OF BIDS

- 10. Language of Bid**
- 10.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the **BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
- 11. Documents and Samples constituting the bids**
- 11.1 The Bid prepared by the Bidder shall constitute the following components:
- (a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15;
 - (b) Details of the Sample(s) where applicable and requested in the BDS.
 - (c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;
 - (d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
 - (e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
 - (f) Bid security furnished in accordance with ITB 18;
 - (g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and
 - (h) Any other document required in the BDS.
- 12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents**
- 12.1 Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- 12.2 The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical specifications and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Procuring Agency's Technical

Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

- (c) any other procurement specific documentation requirement as stated in the BDS.

12.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

12.5 For purposes of the commentary to be furnished pursuant to **ITB 12.3(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12.6 The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted

13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section 4 titled "Eligible Countries".

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:

- (a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan;
- (b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.
- (c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's

maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Form of Bid

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

15. Bid Prices

15.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding document.

15.2 All items must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid.

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

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.

16. Bid Currencies

16.1 Prices shall be quoted in Pakistani Rupees only inclusive of all applicable taxes.

17. Bid Validity Period

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

17.2 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may

refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with ITB 18 in all respects.

17.3 If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.

18. Bid Security

18.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

18.2 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.9**.

18.3 The bid security shall be in Pak. Rupees and shall be in the following form:

Irrevocable en-cashable call-deposit/bank draft/pay order in name of the Procuring agency as indicated in the BDS.

18.4 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.8** are invoked.

18.5 Any Bid not accompanied by a Bid Security in accordance with **ITB 18.1 or 18.3** shall be rejected by the Procuring Agency as non-responsive, pursuant to **ITB 28**.

18.6 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

(a) the expiry of the Bid Security;

(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

(c) the rejection by the Procuring Agency of all Bids;

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

18.7 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 41**, and furnishing the performance security (or guarantee), pursuant to **ITB 42**.

- 18.8 The Bid Security may be forfeited:
- (a) if a bidder
 - i) withdraws its bid during the bid validity period as specified by the Procuring Agency and referred by the bidder on Form of Bid except as provided for in ITB 17.2; or
 - ii) does not accept the correction of errors pursuant to ITB 30.3;
 - or
 - b) in the case of successful bidder, if the bidder fails:
 - i) to sign the contract in accordance with ITB 41, or
 - ii) to furnish performance security (or guarantee) in accordance with ITB 42.
 - iii) fails to deliver the Goods within stipulated time period.

19. Alternative Bids by Bidders

- 19.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered.

20. Withdrawal, Submission and Modification of Bids

- 20.1 Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
- 20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare an original and the number of copies of the Bid as indicated in the **BDS**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 21.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

22.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.

22.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the BDS.

(b) 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**, pursuant to **ITB 23.1**.

23. Deadline for Submission of Bids

23.1 Bids shall be received by the Procuring Agency not later than the date and time specified in the **BDS**.

23.2 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

24. Late Bids

24.1 The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.

24.2 Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

25. Withdrawal of Bids

25.1 A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

25.2 Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in **ITB 22**.

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids

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

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read

out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

- 26.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 26.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date
- 26.5 Other envelopes holding the Bids shall be opened one at a time, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- 26.6 The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) Any other details as the Procuring Agency may consider appropriate.
- 26.7 Bids not opened and not read out at the Bid opening shall not be considered further for evaluation irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- 26.8 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- 26.9 No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **ITB 24.1**.
- 26.10 The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
- 26.11 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- 26.12 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

27. Confidentiality

- 27.1 Information relating to the examination, clarification evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
- 27.2 Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding **ITB 27.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

28. Clarification of Bids

- 28.1 The request for clarification and the response shall be in To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- 28.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. The correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with **ITB 31**.
- 28.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:
- (a) evaluation & qualification criteria;
 - (b) required scope of work or specifications;

- (c) all securities requirements;
- (d) tax requirements;
- (e) terms and conditions of bidding documents.
- (f) change in the ranking of the bidder

28.4 From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

29. Preliminary Examination of Bids

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

- (a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- (b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
- (c) has been properly signed;
- (d) is accompanied by the required securities; and
- (e) is substantially responsive to the requirements of the Bidding Documents.

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

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Services;
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
- (c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Procuring Agency will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

29.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from

the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to:

- (a) Submit the number of copies of signed bids required by the invitation;
- (b) Furnish required information concerning the number of its employees;
- (c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

29.5 Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.6 Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

30. Examination of Terms and Conditions; Technical Evaluation

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

30.2 The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22**, to confirm that all requirements specified in **Section V – Schedule of Requirements, Technical Specifications** of the Bidding Documents have been met without material deviation or reservation.

30.3 If after the examination of the terms and conditions and the technical

evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 29**, it shall reject the Bid.

31. Correction of Errors

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

- (a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected, and
- (c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- (d) where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

31.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder.

If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited and executed in accordance with **ITB 18.8**.

32. Conversion in single currency

32.1 There shall be no conversion to any currency as the Bids shall be offered in Pakistani Rupees only.

33. Evaluation of Bids

33.1 The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 29**.

33.2 In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Schedule of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

33.3 Bidders are required to bid for the entire 100% items and quantity as mentioned in the schedule of requirements. No Bid based on partial items and quantity shall be accepted.

33.4 The Procuring agency's evaluation of a financial bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price, i.e., prices inclusive of all applicable taxes freight (transportation) charges, insurances & on site warranties including onsite Supply, Installation and

Commissioning of the supplied items etc., and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34. Domestic Preference

34.1 If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

35. Determination of Most Advantageous Bid

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

36. Post- qualification of Bidder and/or Abnormally Low Financial Proposal

36.1 After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the **BDS**.

36.2 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

- (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;
- (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
- (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
- (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and
- (e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

36.3 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid

is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.

36.4 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.

36.6 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily

F. AWARD OF CONTRACT

37. Criteria of Award

37.1 Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:

- (a) eligible in accordance with the provisions of ITB 3;
- (b) is determined to be qualified to perform the Contract satisfactorily; and
- (c) Successful negotiations have been concluded, if any.

38. Negotiations

38.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:

- (a) a minor alteration to the technical details of the statement of requirements;
- (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;
- (c) a minor amendment to the special conditions of Contract;
- (d) finalizing payment arrangements;
- (e) delivery arrangements;
- (f) the methodology for provision of related services; or
- (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;

38.2 Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.

39. Procuring Agency's Right to Reject All Bids

39.1 Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior

to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

39.2 Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.

39.3 The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.

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

40.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.

41. Notification of Award

41.1 Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

41.2 Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

41.3 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2**.

41.4 Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to **ITB 18.7**.

42. Signing of Contract

42.1 Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

42.2 Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.

42.3 Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.

- 43. Performance Security (or Guarantee)**
- 43.1 After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 43.2 The Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be as follows:
- (a) The Performance Security shall be in the shape of pay order/demand draft/call deposit in Favour of DDO, Development Wing, Ministry of Law and Justice.
- 43.3 Failure of the successful Bidder to comply with the requirement of **ITB 43.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
- 44. Advance Payment**
- 44.1 The advance payment will not be provided in normal circumstances.
- 45. Arbitrator**
- 45.1 The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
- 46. Corrupt & Fraudulent Practices**
- 46.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

- 47. Constitution of Grievance Redressal**
- 47.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person 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 the nature of the procurement.
- 48. GRC Procedure**
- 48.1 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.
- 48.2 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.

- 48.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 48.4 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.
- 48.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
- 48.6 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 Prescribed fee.
- 48.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 48.8 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
- 48.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 48.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting

- 49.1 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:
- (a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - (b) Fails to perform his contractual obligations; and
 - (c) Fails to abide by the Bid security;
- 49.2 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 debaring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 49.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
- 49.4 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.
- 49.5 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.
- 49.6 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
- 49.7 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.
- 49.8 The Procuring Agency shall communicate to the bidder or contractor the order of debaring 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.
- 49.9 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.
- 49.10 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
- 49.11 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.

- 49.12 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.

SECTION III:
BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. INTRODUCTION		
1.	1.1	Name of Procuring Agency: Ministry of Law and Justice. The subject of procurement is: Procurement of IT and Office Equipment
B. BIDDING DOCUMENTS		
2.	7.2	The number of documents to be completed and returned is One Original and Two Copies
3.	8.1	The address for clarification and query of Bidding Documents is: Office of the Additional Director (Liaison & Monitoring), 2 nd Floor, R Block, Pakistan Secretariat, Islamabad
C. PREPARATION OF BIDS		
4.	10.1	The Language of all correspondences and documents related to the Bid is: English
5.	13.3 (b)	The bidder must comply with the specifications of items provided in the tender document.
	15	The price shall be fixed and final. Delivered Duty Paid, i.e. inclusive of Income and General Sales Taxes (GST) and other taxes and duties, freight (transportation) charges, insurances & on site warranties for Supply, Installation and Commissioning (if any) of required items at sites specified in schedule of requirement. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes/duties.
6.	16.1	For goods and related services the currency of the Bid shall be Pakistani Rupees;
7.	17.1	The Bid Validity period shall be 180 days.
8.	18.1	The Bid should be accompanied by a bid security amounting to Rs. 50,000/-
9.	18.3	The Bid security should be in the shape of pay order/demand draft/call deposit in Favour of DDO, Development Wing, Ministry of Law and Justice.
10.	21.1	The number of copies of the Bid to be completed and returned shall be One Sealed Original and Two Sealed Copies

D. SUBMISSION OF BIDS

11.	22.2 (a)	Bid shall be submitted to: Office of the Additional Director (Liaison & Monitoring), 2 nd Floor, R Block, Pakistan Secretariat, Islamabad
12.	22.2 (b)	Title of the subject Procurement or Project name: Procurement of IT and Office Equipment ITB title and No: 2(09)/2024-LMC
13.	23.1	The deadline for Bid submission is Day : Monday Date: 27th May, 2024 Time: 1400hrs

E. OPENING AND EVALUATION OF BIDS

14.	26.1	The Bid opening shall take place at: Office of the Additional Director (Liaison & Monitoring), 2 nd Floor, R Block, Pakistan Secretariat, Islamabad Day : Monday Date: 27th May, 2024 Time : 1430 hrs
15.	32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pakistani Rupees
16.	33.1	(i) Technical Evaluation will be made for most responsive bid for complete requirements given in the Schedule of Requirements, Eligibility & Qualification Requirements and other terms and conditions of the bidding documents. (ii) Bidders are required to bid for the entire 100% items and quantity as mentioned in the schedule of requirements. (iii) The bidder has to quote only one rate for each item as per tender specifications. No alternate model or separate accessories will be accepted.
17.	35	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements) and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

F. AWARD OF CONTRACT

18.	40.1	The Procuring Agency may increase or decrease the quantity by 10 Percent.
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19.	43.1	The Performance Security (or guarantee) shall be 05 percent of the Contract Price
20.	43.2	The Performance Security shall be in the shape of pay order/demand draft/call deposit in Favour of DDO, Development Wing, Ministry of Law and Justice.
21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. REVIEW OF PROCUREMENT DECISIONS		
22.	49.1	The address of the Procuring Agency Office of the Additional Director (Liaison & Monitoring), 2 nd Floor, R Block, Pakistan Secretariat, Islamabad

**Section IV:
Eligible Countries**

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

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 V:

SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Schedule of Requirements

Item No.	Item Description	Qty.	Delivery Schedule
1.	Branded Computer with Windows 10 Professional Edition	02	Within 30 days of signing of contract/Delivery Order
2.	Laptops	04	Within 30 days of signing of contract/Delivery Order
3.	Printer	04	Within 30 days of signing of contract/Delivery Order

The above items will be delivered at Islamabad at the address specified in Notification of Award/Letter of Acceptance.

Technical Specifications

S. #	Item	Specification
1.	Branded Computer with Windows 10 Professional Edition	10th Gen Intel Core i5, 3.0 GHz or Higher, 8 GB DDR4 2666MHz, 500GB SSD, DVD RW, Wireless + Bluetooth, USB Keyboard, USB Mouse, Preinstalled Windows 10 Pro 64-Bit, 18.5" / 19" LED Monitor of Same Brand, 01 Year Local Warranty by Supplier
2.	Laptops	10th Gen Intel Core i5, 3.0 GHz or Higher , 8 GB DDR4 2666MHz, 500GB SSD, DVD RW, Wireless + Bluetooth, Preinstalled Windows 10 Pro 64-Bit, 01 Year Local Warranty by Supplier
3.	Printer	Laser Print (Single Toner Drum Process) (Black) minimum 38 ppm or Higher Minimum 1200 Mhz or Higher (Black) Minimum 1200x1200 dpi or Higher 250 Sheets 125 Sheets Std Minimum 256 MB Automatic USB 2.0 or Higher , Gigabit Ethernet 100/1000BASE-T network 01 Year Local Warranty by the Supplier

Evaluation Criteria

1. TECHNICAL EVALUATION CRITERIA

- 1.1 The bids shall be evaluated by the committee in the light of following evaluation criteria categorized as under and only those companies/firms/organizations will be considered eligible that meet the following criteria. The bidders who meet the eligibility criteria shall then be treated equal. The bidder offering the lowest evaluated price shall be selected.

MANDATORY REQUIREMENTS

Sr. #	Documentary Requirements (No Means Disqualification)	Yes	No
1.	Certificate of Incorporation with SECP or Registrar or relevant Registration authority showing organization's/firm's legal status.		
2.	Valid Income Tax Registration Certificate		
3.	Valid Sales Tax Registration Certificate (Status = Active with FBR)		
4.	Authorization Certificate of the principal / manufacturer/sole distributor certificate for all items mentioned in bidding documents		
5.	Firm's at least 03 x similar projects executed/work orders undertaken in Pakistan with minimum worth of Rs. 02 Million or more during the last 03 years Documentary proof/evidence required. Attach work/supply order/contract agreement/ completion certificate.		
6.	Firm should be in operations for more than 05 years (Certificate of incorporation/ registration under the laws of Pakistan – Documentary proof/ evidence required)		
7.	Annual Turnover of Rs. 05 Million or more on average during the last three years Documentary proof/evidence required. (Attach financial statements/audited statements/bank statements, etc)		
8.	Bidder must provide an Affidavit on Non-judicial stamp paper of Rs. 100/- that bidder has never been under investigation for offence related to corrupt and fraudulent practices, under-invoicing, tax evasion, concealment, money laundering import of products from grey channel, etc.		
9.	Bidder must provide an Affidavit on Non-judicial stamp paper of Rs. 100/- stating that the bidder is not blacklisted by any public sector organization in Pakistan		
10.	Details of litigations (if any) for default of services on Non-judicial stamp paper of Rs. 100/-.		

Note: Verifiable documentary evidence/proof for all above is a mandatory requirement.

SECTION VI:

STANDARD FORMS

- Form 1: Form of Bid
- Form 2: Price Schedules for Goods
- Form 3: Letter of Acceptance

Form of Bid

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver [description of goods and services] in conformity with the said Bidding Documents for the sum of [total Bid Amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITB Clause 45.1

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in BDS 19, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan’s laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents

Dated this day of 20 .

(Name) [signature]
[in the capacity of]

Duly authorized to sign Bid for and on behalf of

Price Schedule

Name of Bidder _____

Item No.	Item Description	No. of Units	Unit Rate (Excl. of taxes)	Total taxes per unit	Total Cost per unit (incl. of taxes)	Total Cost of units (incl. of taxes)
1.	Branded Computer with Windows 10 Professional Edition					
2.	Laptops					
3.	Printer					

Total amount of Bid in Figures _____

Total amount of Bid in Words _____

Signature of authorized person _____

Letter of Acceptance
[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature: Name and Title of Signatory: Name of Agency: Attachment: Contract Copy: Appointing Authority and Supplier

PART B
CONDITONS OF CONTRACT AND CONTRACT FORMS

SECTION VII
GEBERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a) "Authority" means Public Procurement Regulatory Authority.
 - b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 31** hereunder
 - c) The "Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.
 - e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
 - f) "Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
 - g) The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
 - i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
 - j) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.
 - k) "Procuring Agency" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
 - l) "Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
 - m) "GCC" means the General Conditions of Contract contained in this section.
 - n) "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
 - o) "SCC" means the Special Conditions of Contract.
 - p) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has

been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.

- q) "Project Name" means the name of the project stated in SCC.
- r) "Day" means calendar day.
- s) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- t) "End User" means the organization(s) where the goods will be used, as named in the SCC.
- u) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- v) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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 its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- w) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
- x) The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.

2. Application and Interpretation

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Form of Contract,
- (2) Special Conditions of Contract,
- (3) General Conditions of Contract,
- (4) Letter of Acceptance,
- (5) Certificate of Contract Commencement
- (6) Specifications
- (7) Contractor's Bid, and
- (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: a) Submission of performance Security (or guarantee) in the form specified in the SCC;
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect.
	3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's

performance under the Contract if so required by the Procuring Agency.

8.4 The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.

9. Patent and Copyrights

9.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

10. Performance Security (or Guarantee)

10.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form as specified by the Procuring Agency, and denominated in the currency in which the Contract Price is payable as specified in the SCC.

10.2 The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

10.3 The Performance Security (or Guarantee) shall be in one of the following forms:
a) A bank guarantee issued by reputable local bank and will be valid for the period of warranty

10.4 The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

11. Inspections and Tests

11.1 The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

11.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace

the rejected Goods to meet specification requirements free of cost to the Procuring Agency.

11.4 The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

11.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

13. Delivery and Documents

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.

13.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

13.3 Documents to be submitted by the Supplier are specified in SCC.

14. Insurance

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

15. Transportation

15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be

included in the Contract Price.

15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

16. Related Services

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;

b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

16.2 Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17. Spare Parts

17.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

18. Warranty/ Defect Liability Period

18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the

Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.

- 18.2 This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in **SCC**.
- 18.3 The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 18.4 Upon receipt of such notice, the Supplier shall, within the period specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
- 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

19. Payment

- 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.
- 19.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3 Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
- 19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
- 19.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4

20. Prices

- 20.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in

the Procuring Agency's request for Bid Validity extension, as the case may be.

21. Change Orders

21.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

21.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.

21.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22. Contract Amendments

22.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. Assignment

23.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

24. Sub-contracts

24.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

24.2 Subcontracts must comply with the provision of GCC Clause 5.

25. Delays in the Supplier's Performance

25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

25.3 Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless

an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26. Liquidated Damages

26.1 Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26.

27. Termination for Default

27.1 The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24; or

b) the Supplier fails to perform any other obligation(s) under the Contract;

c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;

d) the supplier has abandoned or repudiated the contract.

e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;

g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and

h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

27.3 "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

27.4 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1**, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28. Termination for Force Majeure 28.1 Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.

28.2 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Termination for Insolvency 29.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

30. Termination for Convenience 30.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

30.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and / or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

31. Disputes Resolution 31.1 In the event of any dispute arising out of this contract, either party shall

issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

31.2 After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

32. Procedure for Disputes Resolution

32.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.

32.2 The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

33. Replacement of Arbitrator

33.1 Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.

34. Limitation of Liability

34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

35. Notices

35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.

35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36. Taxes and Duties

36.1 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

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

SECTION VIII

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: Ministry of Law and Justice
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: Procurement of IT and Office Equipment
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the Pakistan
Performance Security (or guarantee) (GCC 10)		
6.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be five (05) percent of the Contract Price and shall be valid for period of warranty, i.e. 01 year. The Performance Security shall be in the shape of pay order/demand draft/call deposit in Favour of DDO, Development Wing, Ministry of Law and Justice.
Inspections and Tests (GCC 11)		
7.	11.1	The Procuring agency or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency.
Packing (GCC Clause 12)		
8.	12.2	The following SCC shall supplement GCC Clause 12.2 : The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification. The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc.
Warranty (GCC Clause 18)		
9.	18.2	Standard Warranty of one year
10.	18.4 & 18.5	The period for correction of defects in the warranty period is: within 24 hrs
Payment (GCC Clause 19)		
11.	19.1	Payment shall be made in Pak. Rupees in the following manner: (i) On Acceptance: Hundred (100) percent of the supply order. Price of the supplies delivered and received shall be paid within Sixty (60) days of submission of claim supported by the acceptance certificate issued by the procuring agency.
Liquidated Damages (GCC Clause 26)		

12.	25.1	Applicable rate: The applicable rates on account of late delivery or unperformed Services including change of defective/sub-standard items, etc., shall be 0.1% per day and up to maximum 10% of the contract price.
Procedure for Dispute Resolution (GCC Clause 32)		
13.	32.3	<p>Dispute Resolution</p> <p>If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract— whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>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>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 [<i>Insert name of the city</i>] and proceedings will be conducted in – [<i>Specify language</i>] language.</p> <p>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> <p>Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier</p>
Notices (GCC Clause 35)		
14.	35.1	<p>— Procuring Agency’s address for notice purposes:</p> <p>—Supplier’s address for notice purposes:</p>

SECTION IX
CONTRACT FORMS

Form of Contract

THIS AGREEMENT is made on the _____ day of _____ 20____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

- (a) This form of Contract;
- (b) the Form of Bid and the Price Schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) the Special Conditions of Contract;
- (f) the General Conditions of the Contract;
- (g) the Procuring Agency's Letter of Acceptance; and
- (h) *[add here: any other documents]*

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

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

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

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 Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]