

**Ministry of Law and Justice**

**BIDDING DOCUMENTS**

**For**

**NATIONAL COMPETITIVE BIDDING**

**(PROCUREMENT/SUPPLY AND INSTALLATION OF  
IT AND OFFICE EQUIPMENT)**

**May, 2022**

*MLJ 135-315 Pg.*



**GOVERNMENT OF PAKISTAN**

**Ministry of Law and Justice**

(Development Wing)

02<sup>nd</sup> Floor, Federal Service Tribunal Building,

G-5/2, Islamabad

\*\*\*\*\*

Tele: (051) 9216412

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F. No. 2(2)/2022-DW-AOFC

Dated: Islamabad, the 15<sup>th</sup> May, 2022

Subject: **TENDER NOTICE FOR PROCUREMENT/SUPPLY AND INSTALLATION 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 two envelope procedure** for the **procurement/supply and installation of IT and Office Equipment** for its projects titled "Automation of Federal Courts/Tribunals (Phase II)" and "Archiving and Digitization of Legislations and Record of Ministry of Law and Justice" at the locations as mentioned in Distribution of Equipment Section in bidding documents.

B. Interested bidders may obtain the bidding documents from the office of Deputy Secretary (Dev), Ministry of Law and Justice, 2<sup>nd</sup> Floor, Federal Service Tribunal Building, Atta Turk Road, G-5/2, Islamabad between **0800 Hrs to 1500 Hrs**, or download from the website of this Ministry ([www.molaw.gov.pk](http://www.molaw.gov.pk)) and PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)). The procurement shall be completed in accordance with Public Procurement Rules 2004.

C. A **single stage- two envelope procedure of open competitive bidding** will be followed as per PPRA Rule 36(b), wherein, lot-wise "Technical" & "Financial" bids in separate sealed envelopes shall be submitted. Each envelope shall contain separately the technical proposal and the financial proposal. 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 **11:00 AM on 31<sup>st</sup> May, 2022**. The technical proposal will be **opened on the same day at 11:30 AM** in the presence of bidders/their representatives, who would like to attend. Late tenders/bids will be rejected and returned unopened to bidders. 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.

D. Bidders are required to bid for the entire 100% items and quantity of any single Lot or Lots. Bid security as indicated in the Bid Data Sheet of bidding documents against each lot (i.e., Pak Rs. 7,000,000/- for LOT-I and Pak Rs. 50,000/- for LOT- II) 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.

E. Bidders must ensure that all the required documents indicated in the Bidding Documents are submitted with the bid without fail. Incomplete bids or bids received without undertakings, valid documentary evidence, supporting documents or are not sealed, signed or stamped, late or submitted by other than specified mode will not be considered.

F. Income/sales tax registration certificate and other documents as mentioned in bidding documents must accompany the bids. Taxes will be deducted as per Government of Pakistan rules at source.

G. 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.

**(Nasir Akhtar Saeed Warraich)**

Deputy Secretary (Dev)

2<sup>nd</sup> Floor, Federal Service Tribunal Building

Atta Turk Road, G-5/2, Islamabad

Ph. 051-9216412

## **BIDDING DOCUMENTS**

**For**

### **NATIONAL COMPETITIVE BIDDING**

**(Procurement/Supply and Installation of IT and Office Equipment)**

- |            |   |                                                                                                               |
|------------|---|---------------------------------------------------------------------------------------------------------------|
| Part One   | : | I. Instructions to Bidders (ITB)<br>II. Bid Data Sheet (BDS)                                                  |
| Part Two   | : | I. Schedule of Requirements<br>II. Technical Specifications<br>III. Evaluation Criteria<br>IV. Standard Forms |
| Part Three | : | I. General Conditions of Contract (GCC)<br>II. Special Conditions of Contract (SCC)                           |

**MINISTRY OF LAW AND JUSTICE**

**Government of Pakistan**

**May, 2022**

**Part One**

**Section I. Instructions to Bidders (ITB)**



## Instructions to Bidders (ITB)

### A. Introduction

- |                                         |                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name of Procuring agency and address | 1.1 Ministry of Law and Justice<br>2 <sup>nd</sup> Floor, Federal Service Tribunal Building<br>Atta Turk Road, G-5/2,<br>Islamabad                                                                                                                                                                                            |
| 2. Eligible Bidders                     | 2.1 General Sales Tax Registered.<br>2.2 National Tax Number Registered.<br>2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 32.1.                                                                       |
| 3. Cost of Bidding                      | 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

### B. The Bidding Documents

- |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. Content of Bidding Documents | 4.1 The Bidding procedure shall be governed as per the laws of the Islamic Republic of Pakistan in accordance with the Public Procurement Rules-2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA). The applicable Rules are <b>Public Procurement Rules (PPR) 36 "Procedures of Open Competitive Bidding" Sub-Rule (b) "Single Stage – Two Envelope Procedure"</b> . Bidders are also advised to refer to the PPR-2004 to conform the procedure given for Single Stage Two Envelope Bidding Procedure.<br><br>4.2 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include: <ul style="list-style-type: none"><li>a. Instructions to Bidders ITB)</li><li>b. Bid Data Sheet (BDS)</li><li>c. Schedule of Requirements</li><li>d. Technical Specifications</li><li>e. Bid Form</li><li>f. Price Schedules</li><li>g. Standard Forms including Contract Form, Performance Security Form, etc.</li><li>h. General Conditions of Contract (GCC)</li><li>i. Special Conditions of Contract (SCC)</li></ul> |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

4.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**5. Clarification of Bidding Documents**

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in Bid Data Sheet (BDS). The procuring agency will submit its response in writing to any request for clarification of the bidding documents which it receives not later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the procuring agency.

**6. Amendment of Bidding Documents**

6.1 At any time prior to 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, may modify the bidding documents by amendment, without substantially changing nature of procurement.

6.2 All such amendments of the bidding documents shall be uploaded on the MOLAW website ([www.molaw.gov.pk](http://www.molaw.gov.pk)). The bidders are advised to essentially check the MOLAW website ([www.molaw.gov.pk](http://www.molaw.gov.pk)) before preparing and submitting bids. Failure to comply amendments of the bidding document shall be considered as non-responsiveness and may cause rejection of the bid.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the procuring agency, at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids and Bidding Procedure**

**7. Language of Bid**

7.1 The bid prepared by the Bidder, as well as all correspondence and document relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet.

**8. Documents Comprising the Bid**

8.1 The bid prepared by the Bidder shall comprise the following components:

**Separate Sealed Technical Bid**

(a) Documents establishing Bidder's Eligibility & Qualification as per ITB Clause 12.

(b) Technical Specifications/Schedule of Delivery in accordance with Schedule of Requirement.

(c) Bid Form

(d) Bid security furnished in accordance with ITB Clause 13.

**Separate Sealed Financial Bid**

(a) Price Schedule furnished in accordance with ITB Clause 10.

**9. Bid Form**

9.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the respective lot of the Goods to be supplied, a brief description of the Goods and Quantity.

**10. Bid Prices**

10.1 In the Financial Bid, the Bidder shall indicate on the appropriate Price Schedule of the respective lot for 100% requirement basis (complete requirement and quantity of the respective lot basis) and indicate unit prices (where applicable) and total bid price of the Goods for the Lot it proposes to supply under the contract. The evaluation of bids and award of contract shall be made on lot wise basis.

10.2 In the Financial Bid, the Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties including Supply, Installation and Commissioning basis (where applicable). The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

10.3 The Bidders' separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit Procuring agency's right to contract on any of the terms offered.

10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. Two or more prices for a single item will be treated as non-responsive.

**11. Bid Currencies**

11.1 Prices shall be quoted in Pak Rupees or foreign currency unless otherwise specified in the Bid Data Sheet.

**12. Documents Establishing Bidder's Eligibility and Qualification**

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction;

(a) The bidder meets the qualification criteria listed in the Bid Data Sheet.

### 13. Bid Security

- 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 13.2 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 Clause 13.7.
- 13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) Irrevocable en-cashable call-deposit/bank draft/pay order in name of the Procuring agency given under ITB clause 13.1 of Bid Data Sheet.

- 13.4 Any bid not secured in accordance with ITB clauses 13.1 and 13.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 14.

- 13.6 The successful Bidder's bid security will be discharged upon the submission of performance security which shall be valid for the warranty period.
- 13.7 The bid security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (b) In the case of a successful Bidder, if the Bidder fails:
- i. to sign the contract in accordance with ITB Clause 30.
  - ii. fails to provide performance security
  - iii. fails to deliver the Goods within stipulated time period.

### 14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, Pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 14.2 In Exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and Signing of Bid**

- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL TECHNICAL BID" and "COPY OF TECHNICAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 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 bind the Bidder or the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly secured and each page signed/stamped by authorized person.
- 15.4 The successful bidder shall sign the "Integrity Pact", before signing the contract.

**D. Submission of Bids**

**16. Sealing and Marking of Bids**

- 16.1 The envelopes shall be marked as "TECHNICAL BID" and "FINANCIAL BID" in bold and legible letters to avoid confusion. The Bidder shall seal both "Technical Bid" & "Financial Bid" in two separate envelopes. The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document.
- 16.2 The Bidder must submit:
- (a) Technical Bid: one (1) original and two (02) copies of the original;
  - (b) Financial Bid: Only one (1) original bid and one (01) copy of the original.
- 16.3 The inner and outer envelopes shall:
- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - (b) bear Bid Reference No. indicated in Invitation for Bid, and a statement: "DO NOT OPEN BEFORE", the time and the date specified in the invitation for bid for opening of Bids.
- 16.4 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.5 If the outer envelope is not sealed and marked as required by ITB Clause 16.1, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

**17. Deadline for Submission of Bids**

17.1 Bids must be received by the Procuring agency at the address specified in the Bid Data Sheet not later than the time and date specified in the Bid Data Sheet.

17.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**18. Late Bids**

18.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

**19. Modification and Withdrawal of Bids**

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7

**E. Opening and Evaluation of Bids**

**20. Opening of Bids by the Procuring agency**

20.1 The "Technical Bids" received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present at the time, on the date, and at the place specified in the Bid Data Sheet. No Technical Bid shall be rejected at opening, except for late Bids, which shall be returned unopened to the Bidder. The bidders' representatives who are present shall sign an "Attendance Sheet" evidencing their attendance.

- 20.2 The bidders' names, bid modifications or withdrawals and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.
- 20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 20.4 The Procuring agency will prepare minutes of the bid opening. The procedure of evaluation is as under:
- a) Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
  - b) The Technical Bids shall then be evaluated conforming compliance of the Eligibility/Qualification Requirements, Specification, Delivery Schedule and other terms and conditions.
  - c) The Financial Bids of technically qualified (i.e. compliant to the Scope of work/Specifications, Eligibility/Qualification Requirements and other terms & conditions) bidders shall be opened publically on a specified date, time and venue which shall be communicated to the technically qualified bidders.
  - d) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, unit price/total price. The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004.
  - e) In the Financial Bids the arithmetical errors shall be rectified on the following basis:  
"If there is a discrepancy between words and figures, the amount in words shall prevail".

## **21. Clarification of Bids**

- 21.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.



**22. Preliminary examination** 22.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 In the Financial Bids, arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Procuring agency may waive 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.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Eligibility/Qualification Requirements, Technical Specification/Schedule of Requirement and Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**23. Evaluation and comparison of Bids**

23.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22. The evaluation of bids and award of contract shall be made on lot wise basis. Bidders are required to bid for the entire 100% items and quantity of the respective Lot. No Bid based on partial items and quantity of the respective Lot shall be accepted.

23.2 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.

- |                                            |      |                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24. <b>Contacting the Procuring agency</b> | 24.1 | Subject to ITB Clause 21, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing. |
|                                            | 24.2 | Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.                                                                                                                         |

#### **F. Award of Contract**

- |                                                                                     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25. <b>Qualification</b>                                                            | 25.1 | The Procuring Agency will determine to its satisfaction whether the Bidder has submitted the responsive bid and the Bidder is eligible & qualified to perform the contract satisfactorily                                                                                                                                                                                                                                                                                                              |
|                                                                                     | 25.2 | The determination of qualification will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.                                                                                                                                                                                                                                                                                                                                                       |
| 26. <b>Award Criteria</b>                                                           | 26.1 | The evaluation of bids and award of contract shall be made on lot wise basis. Subject to ITB Clause 28, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated responsive bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.                                                                                   |
| 27. <b>Procuring agency's Right to Vary Quantities at Time of Award</b>             | 27.1 | The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.                                                                                                                                                                                              |
| 28. <b>Procuring agency's Right to Accept any Bid and to Reject any or All Bids</b> | 28.1 | Pursuant to Public Procurement Rule No. 33 of 2004, the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The procuring agency shall upon request communicate to any bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. |
| 29. <b>Notification of Award</b>                                                    | 29.1 | Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Procuring agency will notify the successful Bidder in writing by letter that its bid has been                                                                                                                                                                                                                                                                                                                |

accepted.

29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract

29.3 The Procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least fifteen days prior to the award of contract.

**30. Signing of Contract**

30.1 The bidder whose bid has been accepted will be sent a notification of award by the Procuring Agency prior to expiration of Bid Validity Period. At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will also send the Bidder the Contract form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within fourteen (14) days of receipt of the Notification of Award and Contract Form, the successful Bidder shall sign and date the contract and return it to the procuring agency.

**31. Performance Security**

31.1 The successful bidder shall furnish to the Procuring agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Notification of Award.

31.2 Failures of the successful bidder to comply with the requirements of Sub-Clause 31.1 or Clause 30.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**32. Corrupt or Fraudulent Practices**

32.1 The Procuring agency observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the Procuring Agency:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official of the consultant or Consultant in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm / organization ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm/ organization has engaged in corrupt and fraudulent practices in competing for, or in executing, a MOLAW financed contract.
- (d) Will declare a firm/ organization ineligible if the firm/ organization is blacklisted by any government and non government organization.

**Section II.**  
**Bid Data Sheet (BDS)**

### 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 (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

B. The Bidding Document		
ITB 7.1	Language of the Bid	English

C. Preparation of Bids								
ITB 10.2	The price quoted shall be:	Lot Wise 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 various sites across Pakistan given 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.						
ITB 10.4	The price shall be:	In Pakistan Rupees or foreign currency (US\$ or Euro, €) and shall be fixed. In case, the financial bid is quoted in foreign currency, the rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.						
ITB 12	Qualification requirement	<ol style="list-style-type: none"> <li>1. The bidder must comply with the specifications of items provided in the tender document.</li> <li>2. The bidder must submit National Tax No., Sales Tax. No. Certificates.</li> <li>3. The bidder must submit with the bid documents the delivery plan, particularly the completion time for subject procurement in accordance with schedule of requirements.</li> <li>4. The bidder must provide valid documentary evidence for his authorized Partnership/dealership/distributorship/ resellership with the principal manufacturer.</li> <li>5. The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices (ITB 32.1) and should not be black listed by any Government/Non government Organization. An affidavit duly attested by notary public shall be attached with the bidding document in this regard</li> </ol>						
ITB 13.1	Amount of bid security	<p>The Bid should be accompanied by a bid security as per the value given in the following schedule:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Value of Bid Security</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Pak Rs. 7,000,000/-</td> </tr> <tr> <td>II</td> <td>Pak Rs. 50,000/-</td> </tr> </tbody> </table>	Lot No.	Value of Bid Security	I	Pak Rs. 7,000,000/-	II	Pak Rs. 50,000/-
Lot No.	Value of Bid Security							
I	Pak Rs. 7,000,000/-							
II	Pak Rs. 50,000/-							

		The bid security to the unsuccessful bidders shall be returned immediately after award of the contract to the lowest evaluated bidder and in case of successful bidder(s), earnest money will be released on submission of performance security @ 05% of the contract cost.
<b>ITB 13.3</b>	Form of Bid Security	<ol style="list-style-type: none"> <li>1. For each Lot Bid should be accompanied by the Bid Security.</li> <li>2. The bid found deficient of the Bid Security amount shall not be considered.</li> <li>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.</li> <li>4. No personal cheques shall be acceptable at any cost.</li> <li>5. Any previous bid security shall not be considered or carried forward.</li> </ol>
<b>ITB 14.1</b>	Bid validity period	Bid should remain valid for 180 days from the closing date.
<b>ITB 15.1</b>	Number of copies	<p>One (01) Separate &amp; Sealed Original Technical Bid.  Two (02) sealed additional copies of Technical Bid.  One (01) Separate &amp; Sealed Original Financial Bid.  One (01) sealed additional copy of Financial Bid.</p>

#### **D. Submission of Bids**

<b>ITB 17.1</b>	Address for bid submission.	The Deputy Secretary (Dev), Ministry of Law and Justice, 2 <sup>nd</sup> Floor, Federal Service Tribunal Building, Atta Turk Road, G-5/2, Islamabad.
<b>ITB 17.1</b>	Deadline for bid submission.	31 <sup>st</sup> May, 2022 at 11:00 AM

#### **E. Opening and Evaluation of Bids**

<b>ITB 20.1</b>	Time, date, and place for bid opening	<p>31<sup>st</sup> May, 2022 at 11:30 AM  Development Wing, Ministry of Law and Justice,  2<sup>nd</sup> Floor, Federal Service Tribunal Building,  Atta Turk Road, G-5/2, Islamabad.</p>
<b>ITB 23.1</b>	Criteria for bid evaluation	<ol style="list-style-type: none"> <li>(i) Technical Evaluation will be made on lot wise basis for most responsive bid for complete requirements given in the respective lot while considering the Schedule of Requirements, Eligibility &amp; Qualification Requirements and other terms and conditions of the bidding documents.</li> <li>(ii) Bidders are required to bid for the entire 100% items and quantity of any single Lot or Lots. However, evaluation of bids and award of contract shall be made on lot wise basis.</li> </ol>

		<p>Bids based on partial items and quantity of any Lot shall not be entertained.</p> <p>(iii) For each Lot, the bidder has to quote only one rate for each item as per tender specifications. No alternate model or separate accessories will be accepted.</p> <p>(iv) The procuring agency will decide the responsiveness of the bid after technical evaluation based on qualification requirement. Thereafter the tender will be awarded on the basis of rule 36(b) of PPRA Rules 2004 Single Stage Two Envelope bidding procedure.</p>
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E. Award of Contract		
ITB 26.1	Award	The lowest evaluated bid conforming to qualification criteria and specification requirement shall be accepted.
ITB 27.1	Percentage for quantity increase or decrease	Quantity may be increased or decreased by 30% for each item.
ITB 31.1	Performance Security	05% of the contract amount as performance security

## **PART TWO**

- I. Schedule of Requirements
- II. Technical Specifications
- III. Evaluation Criteria
- IV. Standard Forms



## **I. Schedule of Requirements**

### Schedule of Requirements

#### LOT – I

Item No.	Item Description	Qty.	Delivery Schedule
1.	Personal Computers Branded with Licensed Software – I	186	Within 60 days of signing of contract/Delivery Order
2.	Personal Computers Branded with Licensed Software - II	170	Within 60 days of signing of contract/Delivery Order
3.	Laptops	12	Within 60 days of signing of contract/Delivery Order
4.	Professional Conferencing System for Mid-to-Large Rooms	172	Within 60 days of signing of contract/Delivery Order
5.	Camera (Webcam) for Video Link (16 Mega pixel)	14	Within 60 days of signing of contract/Delivery Order
6.	Sound System (Speaker)	14	Within 60 days of signing of contract/Delivery Order
7.	Table Mic	14	Within 60 days of signing of contract/Delivery Order
8.	Laser Jet Printers	348	Within 60 days of signing of contract/Delivery Order
9.	Scanner	162	Within 60 days of signing of contract/Delivery Order
10.	Smart LED, 40 inch	172	Within 60 days of signing of contract/Delivery Order
11.	Book Scanner	28	Within 60 days of signing of contract/Delivery Order

#### LOT – II

Item No.	Item Description	Qty.	Delivery Schedule
1.	Heavy Duty Photocopier / Scanner Machine	02	Within 60 days of signing of contract/Delivery Order

Subsequent extension in delivery time may be allowed upon satisfaction of Procuring Agency.

## Distribution of Equipment

S. No.	COURT/TRIBUNAL S NAME/CITY	Conferencing System	Computers + LED 19"	Computer + LED 19" and LED 24"	Scanner	Webcam	LED 40"	Sound System	MIC	Printer	Book Scanner	Laptop	Photo- copier
<b>LAHORE</b>													
1	Accountability Court-I, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
2	Accountability Court-II Lahore	1	1	1	1	0	1	0	0	2	0	0	0
3	Accountability Court-III, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
4	Accountability Court-IV, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
5	Accountability Court-V, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
6	Accountability Court-VI, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
7	Accountability Court-VII, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
8	Accountability Court-VIII, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
9	Accountability Court-IX, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
10	Accountability Court-X, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
11	Special Court (Central-I), Lahore	1	1	1	1	0	1	0	0	2	0	0	0
12	Special Court (Central-II), Lahore	1	1	1	1	0	1	0	0	2	0	0	0
13	Special Court (Central-III), Lahore	1	1	1	1	0	1	0	0	2	0	0	0
14	Special Court Customs, Taxation and Anti-Smuggling Lahore	1	1	1	1	0	1	0	0	2	0	0	0
15	Banking Court-I Lahore	1	1	1	1	0	1	0	0	2	0	0	0
16	Banking Court-II Lahore	1	1	1	1	0	1	0	0	2	0	0	0
17	Banking Court-III Lahore	1	1	1	1	0	1	0	0	2	0	0	0
18	Banking Court- IV, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
19	Banking Court-V, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
20	Banking Court- VI, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
21	Banking Court- VII Lahore	1	1	1	1	0	1	0	0	2	0	0	0
22	Commercial Court, Lahore	0	2	0	1	0	0	0	0	2	0	0	0
23	Foreign Exchange Regulation Appellate Board, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
24	Special Courts (Offences in	1	1	1	1	0	1	0	0	2	0	0	0

	Banks-I Lahore												
25	Special Courts (Offences in Banks-II), Lahore	1	1	1	1	0	1	0	0	2	0	0	0
26	Intellectual Property Tribunal, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
27	Special Court (CNS), Lahore	1	1	1	1	0	1	0	0	2	0	0	0
28	Customs Appellate Tribunal-I, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
29	Customs Appellate Tribunal-II, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
30	Appellate Tribunal Inland Revenue-I, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
31	Appellate Tribunal Inland Revenue-II, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
32	Appellate Tribunal Inland Revenue-III, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
33	Appellate Tribunal Inland Revenue-IV, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
34	Appellate Tribunal Inland Revenue-V, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
35	Appellate Tribunal Inland Revenue-VI, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
36	Appellate Tribunal Inland Revenue-VII, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
37	Appellate Tribunal Inland Revenue-VIII, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
38	Appellate Tribunal Inland Revenue-IX, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
39	Insurance Appellate Tribunal, Lahore	0	2	0	1	0	0	0	0	2	0	0	0
40	Federal Service Tribunal, Lahore	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>38</b>	<b>42</b>	<b>38</b>	<b>40</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RAWALPINDI</b>													
41	Banking Court, Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
42	Special Court (Customs, Taxation and	1	1	1	1	0	1	0	0	2	0	0	0

	Anti-Smuggling), Rawalpindi												
43	Accountability Court-I, Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
44	Accountability Court-II, Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
45	Accountability Court-III, Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
46	Accountability Court-IV, Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
47	Special Court (CNS), Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
48	Special Court (Central), Rawalpindi	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GURANWALA</b>													
49	Banking Court-I, Gujranwala	1	1	1	1	0	1	0	0	2	0	0	0
50	Banking Court-II Gujranwala	1	1	1	1	0	1	0	0	2	0	0	0
51	Special Court (Central-I), Gujranwala	1	1	1	1	0	1	0	0	2	0	0	0
52	Special Court Central-II Gujranwala	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MULTAN</b>													
53	Banking Court-I, Multan	1	1	1	1	0	1	0	0	2	0	0	0
54	Banking Court-II Multan	1	1	1	1	0	1	0	0	2	0	0	0
55	Banking Court-III Multan	1	1	1	1	0	1	0	0	2	0	0	0
56	Special Courts Offences in Banks, Multan	1	1	1	1	0	1	0	0	2	0	0	0
57	Accountability Court-I, Multan	1	1	1	1	0	1	0	0	2	0	0	0
58	Accountability Court-II, Multan	1	1	1	1	0	1	0	0	2	0	0	0
59	Accountability Court-III, Multan	1	1	1	1	0	1	0	0	2	0	0	0
60	Accountability Court-IV, Multan	1	1	1	1	0	1	0	0	2	0	0	0
61	Special Court (Central), Multan	1	1	1	1	0	1	0	0	2	0	0	0
62	Federal Service Tribunal, Multan Bench	1	1	1	1	0	1	0	0	2	0	0	0
63	Insurance Appellate Tribunal, Multan	0	2	0	1	0	0	0	0	2	0	0	0
	<b>TOTAL</b>	<b>10</b>	<b>12</b>	<b>10</b>	<b>11</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>KARACHI</b>													
64	Accountability Court-I, Karachi	1	1	1	1	0	1	0	0	2	0	0	0

65	Accountability Court-II Karachi	1	1	1	1	0	1	0	0	2	0	0	0
66	Accountability Court-III, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
67	Accountability Court-IV Karachi	1	1	1	1	0	1	0	0	2	0	0	0
68	Accountability Court-V Karachi	1	1	1	1	0	1	0	0	2	0	0	0
69	Accountability Court-VI Karachi	1	1	1	1	0	1	0	0	2	0	0	0
70	Accountability Court-VII Karachi	1	1	1	1	0	1	0	0	2	0	0	0
71	Accountability Court-VIII Karachi	1	1	1	1	0	1	0	0	2	0	0	0
72	Accountability Court-IX Karachi	1	1	1	1	0	1	0	0	2	0	0	0
73	Accountability Court-X Karachi	1	1	1	1	0	1	0	0	2	0	0	0
74	Special Court Customs, Taxation and Anti-Smuggling), Karachi	1	1	1	1	0	1	0	0	2	0	0	0
75	Banking Court-I, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
76	Banking Court-II Karachi	1	1	1	1	0	1	0	0	2	0	0	0
77	Banking Court-III Karachi	1	1	1	1	0	1	0	0	2	0	0	0
78	Banking Court-IV Karachi	1	1	1	1	0	1	0	0	2	0	0	0
79	Banking Court-V, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
80	Special Court (Offences in Banks), Karachi	1	1	1	1	0	1	0	0	2	0	0	0
81	Drug Court, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
82	Foreign Exchange Regulation Appellate Board, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
83	Commercial Court, Karachi	0	2	0	1	0	0	0	0	2	0	0	0
84	Special Court (CNS-I), Karachi	1	1	1	1	0	1	0	0	2	0	0	0
85	Special Court (CNS-II), Karachi	1	1	1	1	0	1	0	0	2	0	0	0
86	Special Court (Central-I), Karachi	1	1	1	1	0	1	0	0	2	0	0	0
87	Special Court (Central-II), Karachi	1	1	1	1	0	1	0	0	2	0	0	0
88	Intellectual Property Tribunal, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
89	Customs Appellate Tribunal- I, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
90	Customs Appellate Tribunal- II, Karachi	1	1	1	1	0	1	0	0	2	0	0	0

91	Customs Appellate Tribunal-III, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
92	Appellate Tribunal Inland Revenue-I, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
93	Appellate Tribunal Inland Revenue-II, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
94	Appellate Tribunal Inland Revenue-III, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
95	Appellate Tribunal Inland Revenue-IV, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
96	Appellate Tribunal Inland Revenue-V, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
97	Appellate Tribunal Inland Revenue-VI, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
98	Appellate Tribunal Inland Revenue-VII, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
99	Federal Service Tribunal, Karachi	1	1	1	1	0	1	0	0	2	0	0	0
100	Insurance Appellate Tribunal, Karachi	0	2	0	1	0	0	0	0	2	0	0	0
	<b>TOTAL</b>	<b>35</b>	<b>39</b>	<b>35</b>	<b>37</b>	<b>0</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SUKKUR</b>													
101	Banking Court-I, Sukkur	1	1	1	1	0	1	0	0	2	0	0	0
102	Banking Court-II Sukkur	1	1	1	1	0	1	0	0	2	0	0	0
103	Accountability Court-I, Sukkur	1	1	1	1	0	1	0	0	2	0	0	0
104	Accountability Court-II, Sukkur	1	1	1	1	0	1	0	0	2	0	0	0
105	Accountability Court-III, Sukkur	1	1	1	1	0	1	0	0	2	0	0	0
106	Accountability Court-IV, Sukkur	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PESHAWAR</b>													
107	Banking Court-I, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
108	Banking Court-II Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
109	Drug Court, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
110	Special Court (Offences in Banks), Peshawar	1	1	1	1	0	1	0	0	2	0	0	0



111	Special Court (Customs, Taxation and Anti-Smuggling Peshawar)	1	1	1	1	0	1	0	0	2	0	0	0
112	Accountability Court-I, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
113	Accountability Court-II Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
114	Accountability Court-III Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
115	Accountability Court-IV, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
116	Accountability Court-V, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
117	Accountability Court-VI, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
118	Accountability Court-VII, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
119	Accountability Court-VIII, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
120	Special Court (CNS), Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
121	Special Court (Central), Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
122	Customs Appellate Tribunal, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
123	Federal Service Tribunal, Peshawar Bench	1	1	1	1	0	1	0	0	2	0	0	0
124	Appellate Tribunal Inland Revenue, Peshawar	1	1	1	1	0	1	0	0	2	0	0	0
<b>TOTAL</b>		<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>QUETTA</b>													
125	Banking Court, Quetta	1	1	1	1	0	1	0	0	2	0	0	0
126	Drug Court, Quetta	1	1	1	1	0	1	0	0	2	0	0	0
127	Accountability Court-I, Quetta	1	1	1	1	0	1	0	0	2	0	0	0
128	Accountability Court-II Quetta	1	1	1	1	0	1	0	0	2	0	0	0
129	Accountability Court-III Quetta	1	1	1	1	0	1	0	0	2	0	0	0
130	Accountability Court-IV Quetta	1	1	1	1	0	1	0	0	2	0	0	0
131	Accountability Court-V Quetta	1	1	1	1	0	1	0	0	2	0	0	0
132	Special Court (CNS), Quetta	1	1	1	1	0	1	0	0	2	0	0	0
133	Federal Service Tribunal, Quetta Bench	1	1	1	1	0	1	0	0	2	0	0	0
134	Customs	1	1	1	1	0	1	0	0	2	0	0	0



	Appellate Tribunal, Quetta												
	<b>TOTAL</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>HYDERABAD</b>													
135	Banking Court-I, Hyderabad	1	1	1	1	0	1	0	0	2	0	0	0
136	Banking Court-II Hyderabad	1	1	1	1	0	1	0	0	2	0	0	0
137	Accountability Court-I, Hyderabad	1	1	1	1	0	1	0	0	2	0	0	0
138	Accountability Court-II, Hyderabad	1	1	1	1	0	1	0	0	2	0	0	0
139	Accountability Court-III, Hyderabad	1	1	1	1	0	1	0	0	2	0	0	0
140	Special Court (Central), Hyderabad	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LARKANA</b>													
141	Banking Court-I, Larkana	1	1	1	1	0	1	0	0	2	0	0	0
142	Banking Court-II Larkana	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SAHIWAL</b>													
143	Banking Court, Sahiwal	1	1	1	1	0	1	0	0	2	0	0	0
<b>FAISALABAD</b>													
144	Banking Court-I Faisalabad	1	1	1	1	0	1	0	0	2	0	0	0
145	Banking Court-II Faisalabad	1	1	1	1	0	1	0	0	2	0	0	0
146	Special Court (Central), Faisalabad	1	1	1	1	0	1	0	0	2	0	0	0
	<b>TOTAL</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ISLAMABAD</b>													
147	Banking Court, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
148	Special Court (Offences in Bank), Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
149	Special Court (Anti-Terrorism - I), Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
150	Special Court (Anti-Terrorism - II), Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
151	Drug Court, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
152	Intellectual Property Tribunal, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
153	Accountability Court-I, Islamabad	0	0	0	0	0	0	0	0	0	0	0	0
154	Accountability Court-II	1	0	0	0	0	1	0	0	0	0	0	0

	Islamabad												
155	Accountability Court-III, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
156	Special Court (CNS), Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
157	Special Court (Central), Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
158	Environmental Protection Tribunal, Islamabad	0	0	0	0	0	0	0	0	0	0	0	0
159	Anti-Dumping Appellate Tribunal, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
160	Customs Appellate Tribunal - I, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
161	Customs Appellate Tribunal-II, Islamabad	1	0	0	0	0	1	0	0	0	0	0	0
162	Competition Appellate Tribunal, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
163	Appellate Tribunal Inland Revenue-I, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
164	Appellate Tribunal Inland Revenue-II, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
165	Appellate Tribunal Inland Revenue-III, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
166	Accountability Court-IV, Islamabad	1	0	1	1	0	1	0	0	2	0	0	0
167	Accountability Court-V, Islamabad	1	0	1	1	0	1	0	0	2	0	0	0
168	Accountability Court-VI, Islamabad	1	0	1	1	0	1	0	0	2	0	0	0
169	Federal Service Tribunal, Islamabad	1	0	6	1	0	1	0	0	3	0	0	0
170	National Electric Power Regulatory Authority, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
171	Medical Tribunal, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
172	Official Secret Act Court, Islamabad	1	1	1	1	0	1	0	0	2	0	0	0
173	Head Office (Development Wing (AOFC), M/o Law)	3	10	9	1	0	3	0	0	11	28	12	2

		TOTAL	27	17	25	12	0	27	0	0	33	28	12	2
<b>ABBOTTABAD</b>														
174	Banking Court, Abbottabad, Hazara Division	1	1	1	1	0	1	0	0	2	0	0	0	0
<b>BAHAWALPUR</b>														
175	Federal Service Tribunal, Bahawalpur Bench	1	1	1	1	0	1	0	0	2	0	0	0	0
176	Banking Court, Bahawalpur	1	1	1	1	0	1	0	0	2	0	0	0	0
	<b>TOTAL</b>	2	2	2	2	0	2	0	0	4	0	0	0	0
<b>SARGODHA</b>														
177	Banking Court, Sargodha	1	1	1	1	0	1	0	0	2	0	0	0	0
<b>CITYWISE PRISONS</b>														
178	Central Jail, Lahore (at Kot Lakhpur)	0	1	0	0	1	0	1	1	1	0	0	0	0
179	Central Jail, Rawalpindi	0	0	0	0	0	0	0	0	0	0	0	0	0
180	Central Jail, Gujranwala	0	1	0	0	1	0	1	1	1	0	0	0	0
181	New Central Jail, Multan	0	1	0	0	1	0	1	1	1	0	0	0	0
182	Central Prison, Karachi	0	1	0	0	1	0	1	1	1	0	0	0	0
183	Central Prison, Sukkur	0	1	0	0	1	0	1	1	1	0	0	0	0
184	Central Prison, Peshawar	0	1	0	0	1	0	1	1	1	0	0	0	0
185	District Jail, Quetta	0	1	0	0	1	0	1	1	1	0	0	0	0
186	Central Prison, Hyderabad	0	1	0	0	1	0	1	1	1	0	0	0	0
187	Central Prison, Larkana	0	1	0	0	1	0	1	1	1	0	0	0	0
188	Central Jail, Sahiwal	0	1	0	0	1	0	1	1	1	0	0	0	0
189	Central Jail, Faisalabad	0	1	0	0	1	0	1	1	1	0	0	0	0
190	District Jail, Abbottabad	0	1	0	0	1	0	1	1	1	0	0	0	0
191	New Central Jail, Bahawalpur	0	1	0	0	1	0	1	1	1	0	0	0	0
192	District Jail, Sargodha	0	1	0	0	1	0	1	1	1	0	0	0	0
<b>TOTAL</b>		0	14	0	0	14	0	14	14	14	0	0	0	0
<b>GRAND TOTAL</b>		172	186	170	162	14	172	14	14	348	28	12	2	2

## **II. TECHNICAL SPECIFICATIONS**

## Technical Specifications

### LOT – I

S. No	Technical Specifications		Qty.
<b>1.</b>	<b>PERSONAL COMPUTERS BRANDED WITH LICENSED SOFTWARE - I</b>		<b>186</b>
	Processor	Intel Core i5, 10 <sup>th</sup> Gen, 3.0 GHz, or <b>Higher</b> 8 GB DDR4 2666MHz	
	Hard Drive	1TB HDD	
	Ports	Wireless + Bluetooth, USB Keyboard, USB Mouse	
	Features	DVD RW, Preinstalled Windows 10 Pro 64-Bit	
	Monitor	18.5" / 19" LED Monitor of Same Brand	
	Warranty	01 Year Local Warranty and Installation by Supplier	
<b>2.</b>	<b>PERSONAL COMPUTERS BRANDED WITH LICENSED SOFTWARE - II</b>		<b>170</b>
	Processor	Intel Core i5, 10 <sup>th</sup> Gen, 3.0 GHz, or <b>Higher</b> 8 GB DDR4 2666MHz	(These Personal Computers are with two LED Monitors each; 18.5"/19" LED Monitors qty. = 170 and 24" LED Monitors qty. = 170)
	Hard Drive	1TB HDD	
	Ports	Wireless + Bluetooth, USB Keyboard, USB Mouse	
	Features	DVD RW, Preinstalled Windows 10 Pro 64-Bit	
	Monitors	18.5" / 19" LED Monitor of Same Brand <b>And</b> 24" LED Monitor of Same Brand with each system	
	Warranty	01 Year Local Warranty and Installation by Supplier	
<b>3.</b>	<b>LAPTOPS</b>		<b>12</b>
	Brand	HP, Dell or Equivalent (International Brands Only)	
	Processor	Intel Core i5, 10 <sup>th</sup> Gen, 1.7 GHz or <b>Higher</b> , Intel Chipset, 8 GB DDR4 or <b>Higher</b> ,	
	Hard Drive	Hard Disk 1TB or <b>Higher</b>	
	Features	2 GB Graphics Card, Preinstalled Licensed Windows 10 Pro 64-Bit	
	Display	15.6 inch	
	Warranty	01 Year Local Warranty by Supplier	
<b>4.</b>	<b>PROFESSIONAL CONFERENCING SYSTEM FOR MID TO LARGE ROOM</b>		<b>172</b>
	Camera	Full HD 1080p video calling (up to 1920 x 1080 pixels); 720p HD video calling (up to 1280 x 720 pixels) with supported clients	
	Zoom	1.2x HD zoom 228 mm extender stem for elevation / eye-level camera angle	
	View	Diagonal Field View 78°	
	Mirror, Flip, AE, white balance	Remote Control IR 3 m range CR2032 battery	
	Minimum Focus Distance	1.5 m	

	Speakerphone	Integrated full duplex speakerphone with echo and noise cancellation, Controls for call answer/end, volume, mute, and camera movement, Frequency response: 220Hz – 20KHz, Max output: 80 dB SPL at 0.3 m,	
	LAN	10/100/1000 Mbps	
	Connectivity	Plug-and-play USB connectivity AC Power adapter Power cable (2.4 m)	
	USB	USB cable (2.4 m)	
	Warranty	02 Year Local Warranty and Installation by the Supplier	
5.	<b>CAMERA (WEBCAM) FOR VIDEO LINK (16 MEGA PIXEL)</b>		14
	Features	4K UHD, 1080p full HD and 5x digital zoom, high frame rates and computer/ network environment, USB	
	Warranty	01 Year Local Warranty and Installation by the Supplier	
6.	<b>SOUND SYSTEM (SPEAKER)</b>		14
	Sensitivity(1m,1w)	90DB	
	Frequency range	Up to 20 kHz	
	Warranty	01 Year Local Warranty and Installation by the Supplier	
7.	<b>TABLE MIC</b>		14
	Feature	High quality, desktop standing conference mic, gooseneck	
	Frequency	40Hz -16kHz	
	PS	DC 3V	
	Warranty	01 Year Local Warranty and Installation by the Supplier	
8.	<b>LASER JET PRINTER</b>		348
	Print Technology	Laser Print (Single Tonner Drum Process)	
	Speed	(Black) minimum 38 ppm or <b>Higher</b>	
	Processor Speed	Minimum 1200 Mhz or <b>Higher</b>	
	Print Quality	(Black) Minimum 1200x1200 dpi or <b>Higher</b>	
	Input Capacity	250 Sheets	
	Output Capacity	125 Sheets	
	Memory	Std Minimum 256 MB	
	Full Duplex Printing	Automatic	
	Connectivity	USB 2.0 or Higher, Gigabit Ethernet 100/1000BASE-T network	
	Warranty	01 Year Local Warranty by the Supplier	
9.	<b>SCANNER</b>		162
	Scan Resolution	Up to 600*600 dpi Hardware, up to 600 dpi Optical or <b>Higher</b>	
	Scan Speed	ADF Minimum 30 ppm (Legal size flatbed) or <b>Higher</b>	
	Media Types	Paper (plain, photo), envelopes, cards (business, plastic), maximum scan size (ADF): 8.5*34 In (216*864 mm)	
	Standard Connectivity	1 Hi-Speed USB 2.0 or <b>Higher</b>	
	Scanner Advanced Features	OCR (Optical Character Recognition), Image enhancements such as blank page removal, crop, de skew, orientation, barcode detection, batch separation, documents merge, Precision feed technology	
	Warranty	01 Year Local Warranty by the Supplier	
10.	<b>SMART LED, 40 INCH</b>		172
	Display Size	101.1 cm   40 inch	
	Resolution	1366 x 768	
	Picture Processing	Dynamic Contrast Enhancer, Motion flow™ XR 240 (native 60 Hz), X-Reality™ PRO	



	Sound (Speakers and Amplifier)	5W + 5W (Speakers) + Open Baffle Speaker Type	
	Audio (Processing)	Dolby™ Digital, Dolby™ Digital Plus, Dolby™ pulse, DTS 2.0+Digital Out	
	Connectivity	HDMI-CEC, USB x2 (Side), Component, Composite, HDMI x2 (1Side/1Rear), HDCP1.4, Ethernet (Bottom)	
	Smart Connectivity	Wi-Fi, Screen mirroring (Miracast™), Photo Sharing Plus Smart TV (Features)	
	Warranty	01 Year Local Warranty and Installation by the Supplier	
<b>11.</b>	<b>BOOK SCANNER</b>		<b>28</b>
	Scanning Materials	Documents, Books, Magazines, Forms, Invoices, Certificates, Business cards and Sculpture object	
	Sensor	CMOS	
	Pixel	18 megapixels	
	Resolution	4896*3672	
	DPI (default)	275	
	Scanning format	≤A3, 420 × 297 mm (16.5×11.7 inch)	
	Maximum scanning format	480×360 mm (18.89×14.17 inch)	
	Maximum scanning thickness	420×297 mm: supports 35 mm271×195 mm: supports 50 mm	
	Scan speed	Flat single page≈1.5s/page, Books≈1.5s/dual pages	
	Image format	JPG	
	Export format	JPG, PDF, Searchable PDF, Word, Excel, TIFF	
	Color bit depth	24 bits	
	Warranty	01 Year Local Warranty by supplier	

**LOT – II**

<b>1.</b>	<b>HEAVY DUTY PHOTOCOPIER/SCANNER MACHINE</b>		<b>2</b>
	Copying Speed	Minimum 45 Copies per minute	
	Resolution	Minimum (1200*1200) dpi (Print) or <b>Higher</b> ,	
	Memory	Image Server memory minimum 2GB, 250 GB HDD	
	Zoom Range	25% to 400%	
	Paper Size	A-3	
	Warm up time	35 Seconds	
	Features	Dual Scan/Auto Document Feeder/Auto Duplexing Unit, Color Display, Dry Mono/Dual component tonner projection	
	Multiple Copying	999 sheets	
	Drum life	Minimum 100,000 copies	
	Paper Capacity	Standard paper capacity Cassettes 2 x 500 (80 G/M)	
	Toner Life	Minimum 25,000 copies or <b>Higher</b>	
	Warranty	01year Local Warranty free service along with replacement of defective parts by Supplier	



### **III. EVALUATION CRITERIA**

## Evaluation Criteria

### 1. TECHNICAL EVALUATION CRITERIA

- 1.1 A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. The bidders passing the technical score threshold shall then be treated equally. The bidder offering the lowest evaluated price shall be selected.
- 1.2 The Technical proposals shall be evaluated by the committee in the light of following evaluation criteria categorized as under. Only those companies/firms/organizations/authorized dealers are eligible to participate in the bid that can provide the following mandatory requirements:

#### **MANDATORY REQUIREMENTS for LOT-I and LOT-II:**

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 of the principal / manufacturer certificate for items at Sr. No. 1, 2, 3, 8, 9 for LOT-I and items at Sr. No. 1 for LOT-II		
5.	Last 3 years audited financial statements		
6.	Bidder must provide an Affidavit on Non-judicial stamp paper of Rs. 100/- that bidder has never been under investigation for offence related to fraud, under-invoicing, tax evasion, concealment, money laundering etc.		
7.	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		
8.	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.

- 1.3 Maximum points for Technical Evaluation for LOT – I are **100**. In the 1st stage, technical bids will be opened. Bidders who are eligible and score **70% (i.e., 70 marks)** or more in the technical evaluation will be technically successful. Bidders who fail to gain a score of 70% in technical evaluation will be disqualified.
- 1.4 Maximum points for Technical Evaluation for LOT – II are **100**. In the 1st stage, technical bids will be opened. Bidders who are eligible and score **70% (i.e., 70 marks)** or more in the technical

evaluation will be technically successful. Bidders who fail to gain a score of 70% in technical evaluation will be disqualified.

### **Technical Evaluation Criteria for LOT – I**

Sr. No	Attributes	Max. Marks	Score Distribution	Score Obtained	Requirements
1.	Firm in operations (Certificate of incorporation/ registration under the laws of Pakistan – Documentary proof/ evidence required)	10	10		07 years or more
			7		05 Years or more
			5		03 Years or more
			0		Less than 3 Years
2.	a. Company Offices	20	10		Offices in all 04 provincial capitals + ICT (02 marks for each office)
			10		Associated presence in cities of Pakistan (02 marks for each associated presence of office in a city of court, maximum 10 marks)
3.	Similar projects (Firm's similar projects undertaken in Pakistan with minimum worth of Rs. 10 Million during last 5 years – Documentary proof/evidence required. Attach work/supply order/contract agreement/ completion certificate)	20	20		04 marks for each project of Rs. 10 Million or more during last 5 years, maximum 20 marks)
4.	Commercial Certifications for items at Sr. No. 1,2	10	10		10 marks for Platinum/Gold partner
			05		05 marks for Silver partner
			03		03 marks for Authorized Dealer
			02		02 marks for Reseller Certificate from Manufacturer
5.	Commercial Certifications for items at Sr. No. 3	10	10		10 marks for Platinum/Gold partner
			05		05 marks for Silver partner
			03		03 marks for Authorized Dealer
			02		02 marks for Reseller Certificate from Manufacturer
6.	Commercial Certifications for items at Sr. No. 8	05	05		05 marks for Authorized Dealer

			02		02 marks for Reseller Certificate from Manufacturer
7.	Commercial Certifications for items at Sr. No. 9	05	05		05 marks for Authorized Dealer
			02		02 marks for Reseller Certificate from Manufacturer
8.	Annual Turnover	10	10		Rs. 100 million or more on average during last three years
			05		Rs. 50 Million or more on average during last three years
			0		Less than Rs. 50 Million on average during last three years
9.	Human Resource to be associated with the project (Attach CVs)	10			02 marks for 01 x Manager 02 marks for each 01 x Network Engineer 02 marks for each 01 x Hardware Technician
<b>Total Marks</b>		<b>100</b>			

Note: Verifiable documentary evidence/proof for all above requirements should be provided and marks will be awarded on the basis of these verifiable proofs.

### Technical Evaluation Criteria for LOT – II

Sr. No	Attributes	Max. Marks	Score Distribution	Score Obtained	Requirements
1.	Firm in operations (Certificate of incorporation/ registration under the laws of Pakistan – Documentary proof/evidence required)	10	10		07 years or more
			7		05 Years or more
			5		03 Years or more
			0		Less than 3 Years
2.	Similar projects (Firm's similar projects undertaken in Pakistan with minimum worth of Rs. 05 Million during last 5 years – Documentary proof/evidence required. Attach work/supply order/contract agreement/ completion certificate)	40	40		08 marks for each project of Rs. 05 million or more during last 05 years (maximum 40 marks)
3.	Commercial Certifications	20	20		20 marks for Authorized Dealer
			10		10 marks for Reseller Certificate from Manufacturer
4.	Annual Turnover	20	20		Rs. 20 million or more on average during last three years
			10		Rs. 10 Million or more on average during last three years
			0		Less than Rs. 10 Million on average during last three years
5.	Human Resource to be associated with the project (Attach CVs)	10	10		02 marks for 01 x Manager 02 marks for each 01 x Technician
	<b>Total Marks</b>	<b>100</b>			

Note: Verifiable documentary evidence/proof for all above requirements should be provided and marks will be awarded on the basis of these verifiable proofs.

#### **IV. STANDARD FORMS**

## 1. Bid Form – Technical

(Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".)

(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

Date: \_\_\_\_\_

Tender Reference No: \_\_\_\_\_

To:

The Deputy Secretary (Dev)  
Ministry of Law and Justice,  
Islamabad.

Dear Sir,

Having examined the bidding documents including Addenda Nos., if issued any, [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission [Lot No. \_\_\_\_\_] in conformity with the said bidding documents including schedule of requirement on the unit rates quoted in our "Price Schedule", **attached in Separate Sealed Financial Bid**, if stand lowest, till expiry of **180 days bid validity period** which may be further extended till finalization of tender, if desired so, by mutual consent and made part of this Bid.

We undertake, if our Bid is accepted, to supply, install and commission the item description of Lot No. \_\_\_\_\_ with 100% quantity in accordance with the delivery schedule and Technical Specification as per the requisite items, quantities, delivery schedule & rate of liquidated damages against late deliveries.

If our bid for Lot No. \_\_\_\_\_ is accepted, we undertake to provide a performance security in the form, in the amounts, and within the time specified in the bidding documents.

We also agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening under Clause 14.1 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and quoted rates shall remain valid till the expiry of the contract, if we stand as lowest evaluated responsive bidder.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_



## 2. Bid Form - Financial

(Place this Letter of Bid in the second envelope "FINANCIAL PROPOSAL".)

(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

Date: \_\_\_\_\_

Tender Reference No: \_\_\_\_\_

To:

The Deputy Secretary (Dev)  
Ministry of Law and Justice,  
Islamabad.

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS for 180 days from the date fixed for the bid opening under clause 14.1 of the Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

**3. Price Schedule**  
(To be furnished along with Financial Bid)

Name of Bidder \_\_\_\_\_

**LOT – I**

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.	Personal Computers Branded with Licensed Software - I	186				
2.	Personal Computers Branded with Licensed Software - II	170				
3.	Laptops	12				
4.	Professional Conferencing System for Mid-to-Large Rooms	172				
5.	Camera (Webcam) for Video Link (16 Mega pixel)	14				
6.	Sound System (Speaker)	14				
7.	Table Mic	14				
8.	Laser Jet Printers	348				
9.	Scanner	162				
10.	Smart LED, 40 inch	172				
11.	Book Scanner	28				

**LOT – II**

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.	Heavy Duty Photocopier / Scanner Machine	2				

Total amount of Bid in Figures \_\_\_\_\_

Total amount of Bid in Words \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

#### 4. Contract Form

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 between Ministry of Law & Justice (hereinafter called "the Procuring agency") of the one part and [name of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain Goods and has accepted a bid by the Supplier for the supply of those Goods in the sum of [contract price in words and figures] (hereinafter called "the Contract Price".)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 constructed as part of this agreement, viz.:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract;
  - (f) The Procuring agency's Notification of Award.
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 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of the Supplier

Signature of the Procuring Agency

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Witness:

Witness:

## 5. Integrity Pact

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Procuring Agency:.....

Name of Seller/Supplier:.....

Signature: .....

Signature:.....

[Seal]

[Seal]

## 6. Form of Performance Security

### (Bank Guarantee)

Guarantee No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

Date of Expiry \_\_\_\_\_

Amount Secured \_\_\_\_\_

To:

Deputy Secretary (Dev),  
Ministry of Law & Justice  
Islamabad.

WHEREAS *[name of Bidder/Contractor]* (hereinafter called "the Bidder/Contractor") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated \_\_\_\_\_ 22 to supply *[description of requirement]* (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidder/Contractors guarantee:

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

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of Bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

## 7. History of Litigation

### LITIGATION HISTORY

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF RS.100/-)

Name of Applicant or Partner of a Joint Venture

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Pak Rs. or equivalent)

**PART THREE**  
**Section. I**  
**General Conditions of Contract (GCC)**



## General Conditions of Contract (GCC)

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicate:
- (a) "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.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring agency" means Ministry of Law and Justice, Islamabad.
  - (h) "The Supplier" means the firm supplying the Goods and Services under this Contract.
  - (i) "Day" means calendar day.

### 2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

### 4. Inspections and Tests

- 4.1 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.
- 4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

- 4.3 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Procuring agency's delivery point shall in no way be limited or waived 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 factory/warehouse.
- 4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 5. Packing**
- 5.1 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.
- 5.2 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.
- 6. Delivery and Documents**
- 6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.
- 7. Transportation**
- 7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destinations as detailed in Distribution of Equipment Section.
- 8. Warranty**
- 8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and not end of life and 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 Purchaser's 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 the country of final destination
- 8.2 The supplier shall provide local warranty for the warranty period as specified in technical specifications (hereinafter referred to as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be.

- 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty
- 8.4 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.
- 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, 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 leading to confiscation/encashment of Performance Security.
- 9. Payment**
- 9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 9.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
- 9.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 9.4 The currency of payment is Pak. Rupees.
- 10. Prices**
- 10.1 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 on the Procuring agency's request for bid validity extension, as the case may be.
- 11. Change Orders**
- 11.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract.
- 11.2 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, and 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 fifteen (15) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 12. Contract Amendments**
- 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>13. Assignment</b>                           | 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>14. Delays in the Supplier's Performance</b> | <p>14.1 Delivery of the Goods and performance of Services shall be made by Supplier in accordance with the time schedule prescribed by Procuring agency in the Schedule of Requirements.</p> <p>14.2 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 of the fact of the delay, it's likely duration and its cause (s).</p> <p>14.3 Except as provided under GCC Clause 17, 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 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p> |
| <b>15. Liquidated Damages</b>                   | 15.1 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 percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause16.                                                                                                                                                                                                           |

**16. Termination for Default** 16.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) If the Supplier fails to delivery 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 14.2;or

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

(c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

16.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, 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.

**17 Force Majeure**

17.1 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the

cause thereof. Unless otherwise directed by the Procuring agency in writing, 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.

- |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>18. Resolution of Disputes</b> | <p>18.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.</p> |
| <b>19. Governing Language</b>     | <p>19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>                                                                                                                                                                                                                                                                                                                                         |
| <b>20. Applicable Law</b>         | <p>20.1 The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.</p>                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>21. Notices</b>                | <p>21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>                                                                                                                                                                                                                                                                                                                                      |
| <b>22. Taxes and Duties</b>       | <p>22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## **Section II.**

### **Special Conditions of Contract (SCC)**



## Special Condition of Contract (SCC)

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

### 1. Inspection and Tests (GCC Clause 4)

**GCC 4.1 - Inspection and test prior to supply of Goods and at final acceptance are as follows:** 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.

### 2. Packing (GCC Clause 5)

**GCC 5.2 - Packing & accessories:** 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.

### 3. Payment (GCC Clause 9)

**GCC 9.1 & 9.3 -** The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

#### **Payment for Goods supplied:**

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.

### 4. Price (GCC Clause 10)

**GCC 10.1 - Price shall be:** Fixed.

### 5. Liquidated Damages (GCC Clause 15)

**GCC 15.1 - Applicable rate:** The applicable rates on account of late delivery or unperformed Services including change of defective/sub-standard items, etc., shall be 0.2% per day and up to maximum 10% of the contract price.

### 6. Resolution of Disputes (GCC Clause 18)

**GCC 18.2 - The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:**  
In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

### 7. Governing Language (GCC Clause 19)

**GCC 19.1 -** The Governing Language shall be: English.

### 8. Notices (GCC Clause 21)

**GCC 21.1 -** Supplier's address for notice purpose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_