

**REQUEST FOR PROPOSALS
FOR
PROCUREMENT OF SERVICES
FOR
TRAINING OF MEDIATORS AND MEDIATION MASTER TRAINERS
IN
ISLAMABAD CAPITAL TERRITORY (ICT)**

RFP No. 1(15)/2022-LMC

PROCURING AGENCY: MINISTRY OF LAW AND JUSTICE

Issued on: March, 2023

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PART I
Section - I
Request for Proposals



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

RFP No: 1(15)/2022-LMC

Date: 12th March, 2023

Subject: **REQUEST FOR PROPOSALS FOR PROCUREMENT OF SERVICES FOR TRAINING AND CERTIFICATION OF MEDIATORS AND MEDIATION MASTER TRAINERS IN ICT**

1. The Ministry of Law and Justice invites proposals from the consultancy firms / organizations registered with Income Tax and Sales Tax Departments with Active Tax Payer List on Federal Board of Revenue (FBR) for the training and certification of mediators and mediation master trainers in Islamabad Capital Territory, Pakistan. More details are provided in the Terms of Reference.
2. This Request for Proposals (RFP) addresses to all the eligible consultancy firms/organizations and determining the capacity and capability of the consultancy firms/organizations shall be the part of the technical proposal.
3. Interested consultancy firms/organizations may obtain the RFP from the Office of Additional Director (Liaison & Monitoring), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan or download from the websites of this Ministry (www.molaw.gov.pk) and PPRA (www.ppra.org.pk). A consultancy firm/organization shall be selected under **Quality and Cost Based Selection Method** and procedures described in the RFP. The procurement shall be completed in accordance with Public Procurement Rules, 2004.
4. A single stage - two envelope procedure of open competitive bidding will be followed as per PPRA Rule 36(b). The RFP duly signed, stamped, sealed and in complete conformity should reach the Office of Additional Director (Liaison & Monitoring), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan on or before **11:00 AM on 29th March, 2023**. 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 proposals will be rejected and returned unopened to bidder(s). In case the bid/proposal opening date is declared a public holiday, then the proposals will be received and opened on the next working day or as notified.
5. Bid security as indicated in the Bid Data Sheet of RFP document (**i.e., Pakistan Rupees 300,000/-**) in the form of Call Deposit/Bank Draft/Pay Order/Bank Guarantee in favour of DDO, Development Wing, Ministry of Law and Justice should be enclosed with the proposal, otherwise the proposal will not be accepted.
6. Ministry of Law and Justice may reject all proposals at any time prior to the acceptance of a proposal, as provided under Public Procurement Rules, 2004.

Gulfam Hameed
Additional Director (Liaison & Monitoring),
Room No. 220,
2nd Floor, R Block,
Pakistan Secretariat,
Islamabad,
Pakistan
Ph: +92 51 9202385

Section II. Instructions to Consultants

A. General Provisions

1. Definitions

1.1 Definitions

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

Government of Pakistan.

- m) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- n) "RFP" means the Request for Proposals prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.
- o) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- p) "SRFP" means the Standard Request for Proposals, which is used by the Procuring Agency as the basis for the preparation of the RFP.
- q) "TORs" (this Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

3. Conflict of Interest

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

a. Conflicting assignments

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

b. Conflicting relationships

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

execution of the Contract.

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| 4. Unfair Competitive Advantage | 4.1 | Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| 5. Corrupt and Fraudulent Practices | 5.1 | The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section VI. |
| | 5.2 | In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency. |
| 6. Eligible countries | 6.1 | The Procuring Agency permits consultants (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. |
| | 6.2 | Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members meet the eligibility requirements.

As an exception to the foregoing Clauses 6.1 and 6.2 above: |
| a. Sanctions | 6.3 | A firm declared blacklisted by the Authority in accordance with the above Clause 5.1 shall not be eligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet. |
| b. Restrictions for public employees | 6.4 | Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest. |

B. Preparation of Proposals

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| 7. General Considerations | 7.1 | In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
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8. Cost of Preparation of Proposal	8.1	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.
10. Documents Comprising the Proposal	10.1	The Proposal shall comprise the documents and forms listed in the Data Sheet.
	10.2	If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
11. Only One Proposal	11.1	The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. Proposal Validity	12.1	Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency. To ensure the validity of proposal, it shall contain bid/proposal security as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.
	12.2	During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
	12.3	If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4	If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.
	12.5	If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
	12.6	The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension	12.7	If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
	12.8	If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.
c. Sub-Contracting	12.9	The Consultant shall not subcontract the part or whole of the Services.
d. Bid Security	12.10	The bid security is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
	12.11	Any Proposal not accompanied by a bid security shall be rejected by the Procuring Agency as non-responsive.
	12.12	The bid security shall be in Pakistan Rupees and shall be in one of the following forms: (a) Irrevocable en-cashable call-deposit/bank draft/pay order/bank guarantee in the name as specified in BDS.
	12.13	The successful bidder's bid security will be discharged upon signing the contract with the successful bidder, and furnishing the performance security.
	12.14	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency.
	12.15	A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the bid submission form and its bid security may be forfeited: (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) In the case of a successful Bidder, if the Bidder fails: i. to sign the contract within the specified time limit ii. fails to provide performance security iii. fails to perform satisfactory services
13. Clarification and Amendment of RFP	13.1	The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet . The Procuring Agency will respond in writing, or by standard electronic means, to the Consultant. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below: i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment.

- ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. **Preparation of Proposals – Specific Considerations**
 - 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
 - i. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 15. **Technical Proposal Format and Content**
 - 15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.
 - 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
- 16. **Financial Proposal**
 - 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment in the **Data Sheet**.
 - a. **Taxes**
 - 16.2 The Consultant is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
 - b. **Currency of Proposal**
 - 16.3 The Consultant shall express the price for its Services in the currency or currencies as stated in the Data Sheet.
 - c. **Currency of Payment**
 - 16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

- 17. **Submission, Sealing, and Marking of Proposals**
 - 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand.
 - 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
 - 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
 - 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "Procurement of Services for Training of Mediators", reference number, name and address of the Consultant, and with a warning "**Do NOT OPEN UNTIL 1130 AM ON 29TH MARCH, 2023**"
- 17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**Do NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**Do NOT OPEN BEFORE 1130 AM ON 29TH MARCH, 2023**".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

Withdrawal of bids

- 17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.
- 17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.
- 17.12 No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

18. Confidentiality

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

19. Opening of Proposal (Technical Proposals)	19.1	The Procuring Agency will open all proposals, in the presence of Consultants or their representatives who choose to attend, on the date and at the time, specified in the BDS . The Consultant’ representatives present shall sign a register as proof of their attendance.
	19.2	First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening
	19.3	Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	19.4	Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. In case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.
	19.5	The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet . The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.
	19.6	At the opening of the Technical Proposals the following shall be read out: <ul style="list-style-type: none"> (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	20.1	Subject to provision of Clause 15.1 of the ITC, the Selection Committee of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
	20.2	The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1	The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet . Each responsive Proposal

will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

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| 22. Opening of Financial Proposals (for QCBS) | 22.1 | After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring Agency shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. |
| | 22.2 | The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. |
| 23. Correction of Errors | 23.1 | Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| a. Lump sum Contracts | | 23.1.1 The contract will be lump sum . |
| 24. Taxes | 24.1 | The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include taxes and duties in accordance with the instructions in the Data Sheet . |
| 25. Conversion to Single Currency | 25.1 | For the evaluation purposes, there shall be no conversion of currency, as the Consultants shall be submitting Financial Proposals in the currency specified in the BDS. |
| 26. Combined Quality and Cost Evaluation | | |
| a. Quality- and Cost-Based Selection (CQS) | 26.1 | In the case of CQS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |

D. Negotiations and Award

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| 27. Negotiations | 27.1 | The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. |
| | 27.2 | The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative. |
| a. Availability of Key Experts | 27.3 | The invited Consultant shall confirm the availability of all Key Experts/trainers included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts / trainers availability |

may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

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| | 27.4 | Notwithstanding the above, the substitution of Key Experts/trainers at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert/trainer within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert/trainer. |
| b. Technical negotiations | 27.5 | The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, its price, or the relevance of the initial evaluation be affected. |
| c. Financial Negotiations | 27.6 | There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract. |
| 28. Conclusion of Negotiations | 28.1 | The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative. |
| | 28.2 | If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations. |
| 29. Award of Contract | 29.1 | Subject to ITC 28, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. |
| | 29.2 | The successful consultant shall furnish to the Procuring Agency a performance security in the form and the amount stipulated in data sheet within a period of 14 (Fourteen) days after the receipt of notification of award. Failure of the successful consultant to comply with the aforementioned requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. |
| 30. Grievance Redressal Mechanism | 30.1 | Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending upon the nature of the |

procurement.

30.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

30.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

30.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

30.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

30.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.

30.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".

31. Mechanism of Blacklisting

31.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:

i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;

ii. Fails to perform his contractual obligations.

31.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

31.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.

31.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

31.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

31.6 The Procuring Agency shall give minimum of seven days to the bidder or

contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

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

Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: Ministry of Law and Justice</p> <p>Method of selection: Quality and Cost Based Selection Method (QCBS)</p>
2.2	<p>Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure.</p> <p>The name of the assignment is: Procurement of Services for Training and Certification of Mediators and Mediation Master Trainers in Islamabad Capital Territory</p>
6.3	<p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p>
B. Preparation of Proposals	
9.1	<p>The language of the Bid is English.</p> <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is English.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>Technical Proposal:</u> 1st Inner Envelope with the Technical Proposal: Company/Organization/Firm Profile and documents for meeting mandatory requirements Power of Attorney to sign the Proposal TECH-1 TECH-2 TECH-3 TECH-4</p> <p><u>Financial Proposal:</u> FIN-1 FIN-2</p>
10.2	<p>Statement of Undertaking is required Yes</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible No</p>
12.1	<p>Proposals shall be valid for 180 days from the closing date.</p>

12.10	<p>The proposal shall be accompanied by a bid security. The amount of bid security shall be Pakistan Rupees 300,000/-.</p> <p>The proposal found deficient of the Bid Security amount shall not be considered.</p> <p>The bid security should be in the shape of pay order/demand draft/call deposit/bank guarantee in favour of DDO, Development Wing, Ministry of Law and Justice.</p> <p>No personal cheques shall be acceptable at any cost.</p> <p>Any previous bid security shall not be considered or carried forward.</p>
13.1	<p>Clarifications may be requested not later than 07 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Additional Director (Liaison & Monitoring), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	Information on the Consultant's tax obligations can be found in Section 2(36)(c) of the Income Tax Ordinance, 2001
16.4	<p>The Financial Proposal shall be stated in the following currencies: Pakistani Rupees</p>
C. Submission, Opening and Evaluation	
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 02 copies; (b) Financial Proposal: one (1) original and 01 copy;</p>
17.7 and 17.9	<p>The Proposals must be submitted not later than:</p> <p>Date: 29th March, 2023</p> <p>Time: 11:00 AM local time PST</p> <hr/> <p>The Proposal submission address is:</p> <p>Additional Director (Liaison & Monitoring), Ministry of Law and Justice, Room No. 220, 2nd Floor, R Block, Pakistan Secretariat, Islamabad, Pakistan</p>
19.5	<p>An online option of the opening of the Technical Proposals is offered: Yes, if requested by the Consultant(s)</p> <p>The opening shall take place at:</p> <p>Date: 29th March, 2023</p> <p>Time: 11:30 AM local time PST</p>

19.6	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A																																																																		
21.1	<p>Mandatory Criteria</p> <p>The consultant not meeting the following mandatory requirements will not be considered for evaluation:</p> <table><tr><th>Sr. #</th><th>Documentary Requirements (No Means Disqualification)</th><th>Yes</th><th>No</th></tr><tr><td>1</td><td>Certificate of Incorporation with SECP or Registrar or relevant Registration authority (national or foreign) showing organizational legal status.</td><td></td><td></td></tr><tr><td>2</td><td>Tax Certificates GST/NTN/ATL. In case of Not for Profit Organization, Tax exemption certificate from FBR (Section 2(36)(c) of the Income Tax Ordinance, 2001) (or equivalent foreign tax status)</td><td></td><td></td></tr><tr><td>3</td><td>At least five (5) years of registration of organization</td><td></td><td></td></tr><tr><td>4</td><td>Past five (5) year experience of training and certification of mediators by the Lead Member.</td><td></td><td></td></tr><tr><td>5</td><td>International recognition of Certification</td><td></td><td></td></tr><tr><td>6</td><td>Proof of international mediation practice.</td><td></td><td></td></tr><tr><td>7</td><td>Proof that trainers of the consultant are active mediation practitioners, with at least 7 years of active mediation training and practice experience</td><td></td><td></td></tr><tr><td>8</td><td>Active License and relevant institutional mandate (If applicable)</td><td></td><td></td></tr><tr><td>9</td><td>Shall not be under a declaration of ineligibility for corrupt and fraudulent practices and should not be black listed by any Government/Non Government Organization. An affidavit duly attested by notary public shall be attached with the bidding document.</td><td></td><td></td></tr></table> <p><i>Note: Verifiable documentary evidence(s)/proof(s) should be provided for all above mandatory requirements.</i></p> <p>A. Institutional Expertise (30 points)</p> <table><tr><th>Sr. #</th><th>Institutional Capacity Assessment</th><th>Max. Points</th><th>Points Distribution</th><th>Requirements</th></tr><tr><td>1</td><td>International mediation practice</td><td>7.5</td><td></td><td></td></tr><tr><td rowspan="3">2</td><td rowspan="3">Experience of training and certification of mediators by the Lead Member</td><td rowspan="3">7.5</td><td>7.5</td><td>More than 10 years</td></tr><tr><td>4</td><td>05 years to 10 years</td></tr><tr><td>0</td><td>Less than 05 years</td></tr><tr><td rowspan="2">3</td><td rowspan="2">No. of Trainings and certifications of mediators by the Lead Member</td><td rowspan="2">7.5</td><td>7.5</td><td>10 in last 5 years</td></tr><tr><td>3.5</td><td>At least 5 in</td></tr></table>	Sr. #	Documentary Requirements (No Means Disqualification)	Yes	No	1	Certificate of Incorporation with SECP or Registrar or relevant Registration authority (national or foreign) showing organizational legal status.			2	Tax Certificates GST/NTN/ATL. In case of Not for Profit Organization, Tax exemption certificate from FBR (Section 2(36)(c) of the Income Tax Ordinance, 2001) (or equivalent foreign tax status)			3	At least five (5) years of registration of organization			4	Past five (5) year experience of training and certification of mediators by the Lead Member.			5	International recognition of Certification			6	Proof of international mediation practice.			7	Proof that trainers of the consultant are active mediation practitioners, with at least 7 years of active mediation training and practice experience			8	Active License and relevant institutional mandate (If applicable)			9	Shall not be under a declaration of ineligibility for corrupt and fraudulent practices and should not be black listed by any Government/Non Government Organization. An affidavit duly attested by notary public shall be attached with the bidding document.			Sr. #	Institutional Capacity Assessment	Max. Points	Points Distribution	Requirements	1	International mediation practice	7.5			2	Experience of training and certification of mediators by the Lead Member	7.5	7.5	More than 10 years	4	05 years to 10 years	0	Less than 05 years	3	No. of Trainings and certifications of mediators by the Lead Member	7.5	7.5	10 in last 5 years	3.5	At least 5 in
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				last 5 years
			0	Less than 05 in last 5 years
	4	International recognition of Certification	7.5	
B. Team Capacity (30 points)				
Sr. #	Institutional Capacity Assessment	Max. Points	Points Distribution	Requirements
1	Trainer(s) is/are active mediation practitioner(s)	10		
2	Trainer's experience of active mediation training(s)	10	10	More than 10 years experience
			5	07 years to 10 years experience
			0	Less than 07 years experience
3	No. of Mediation Trainers	10		Two and half (2.5) marks for each trainer (max. 10 marks)
<p>Total points for Technical Evaluation are 60. The interested consultants who score less than 70% of total points for Technical Evaluation will be disqualified.</p> <p>The minimum technical score (St) required to pass is: 42</p>				
22.1	An online option of the opening of the Financial Proposals is offered: Yes, if requested by Consultant(s)			
24.1	<p>The price quoted shall be inclusive of income and General Sales Tax (GST) and other taxes and duties, insurances etc. If there is no mention of taxes, the offered price/quoted price(s) will be considered as inclusive of all prevailing taxes/duties.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.</p>			
25.1	The price shall be in Pakistani Rupees and shall be fixed.			
26.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p>			

	<p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70</p> <p>P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.</p>
D. Negotiations and Award	
29.2	10% of the contract amount as performance guarantee

Section III. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

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

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

FORM TECH-1

Technical Proposal Submission Form

*(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.)*

{Location, Date}

To: Additional Director (Liaison & Monitoring),
Ministry of Law and Justice,
Room No. 220, 2nd Floor, R Block, Pakistan Secretariat,
Islamabad, Pakistan

Dear Sir,

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

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

FORM TECH-3

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

FORM TECH-4

CURRICULUM VITAE (CV)

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

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

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

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

Total Experience: _____(Years, Months, Days)

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

Name of Expert

Date {day/month/year}

Signature

Name of authorized Representative of the Consultant (the same who signs the Proposal)

Date {day/month/year}

Signature

Section IV. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
Financial Proposal Submission Form

*(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.)*

{Location, Date}

To: Additional Director (Liaison & Monitoring),
Ministry of Law and Justice,
Room No. 220, 2nd Floor, R Block, Pakistan Secretariat,
Islamabad, Pakistan

Dear Sir:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

Name of Bidder _____

Training and Certification Services	Amount (Rs.)	Taxes (Rs.)	Total Amount incl. of taxes (Rs.)
25 Mediators			
5 Master Trainers			

Total amount of Bid in Figures _____

Total amount of Bid in Words _____

Signature of authorized person _____

Section V. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

Section VI. Terms of Reference

Introduction & Background

Alternative Dispute Resolution (ADR) Act was promulgated in 2017 (the **ADR Act, 2017**). Subsequently, Alternative Dispute Resolution Rules were notified in 2018 (the **ADR Rules, 2018**). Under the ADR Act, 2017, the Federal Government of Pakistan, after consultation with Islamabad High Court, is obligated to notify a Panel of Neutrals. Under ADR Rules, 2018, the Federal Government is mandated to notify ADR Centres in Public and Private Sectors, in addition to issuance of instructions for establishment and maintenance of ADR Centre and to arrange or direct an ADR Centre to arrange training of Neutrals or persons aspiring to become Neutrals.

The Islamabad High Court has taken a pilot initiative “ComMediate”, focusing on mediation aspect of alternate dispute resolution. This initiative will be implemented by the Islamabad High Court with support from the Ministry of Law and Justice in furtherance of the ADR Act and the ADR Rules. As part of this pilot project, trainings of mediators and master trainers shall be conducted by a reputable organization. Upon completion of training, certificates will be issued to the mediators and the master trainers. Such certified mediators and master trainers would be eligible for referral of mediations cases by the Courts in Islamabad as per applicable law, rules and procedures.

Objectives

Ministry of Law and Justice intends to hire a Consultant for the training and certification of mediators and/or master trainers primarily, but not exclusively, for the court-referred mediations within the territorial jurisdiction of the Islamabad High Court in connection with the ComMediate Pilot Project.

Generalized ToRs

OUTPUT/EXPECTED DELIVERABLES:

Deliverable-1: A batch of 25 mediators and 5 mediation master trainers trained and certified for empanelment with the ComMediate Pilot Initiative. The certification will entitle the certified mediators to apply and be governed by the mediation process framework and the mediator code of conduct of the Lead Member.

Deliverable-2:

- (a) Impart training and certification to mediator’s and the master trainers
- (b) Impart training using the Lead Member’s standard training and practice manuals;
- (c) Issuance of certificates to qualifying mediators at the end of training;
- (d) A concluding presentation to the Islamabad High Court on conclusion of training;
- (e) Perform tasks incidental to the above; and
- (f) Training workshop report.

Tasks details for the consultant under the deliverables:

The expert/organization under the deliverable is expected:

- To develop the draft agenda of the training workshop and get the feedback on it from MoL&J and the Islamabad High Court;
- To provide MoL&J with the final version of the training workshop agenda ready for the dissemination among the workshop participants;
- To organize and manage the five-day long training workshop in Islamabad for mediators using the Consultant’s standard training manuals;

- To participate in a preparatory meeting with MoL&J and Islamabad High Court representatives and experts the day before the training workshop to have the final discussion on the training workshop agenda, facilitation processes, roles of key participants and expected results;
- To be responsible for the organization, building, workshop logistics and its administration including the requirements for the workshop auditorium, print material, certificates, stationery, internet resources etc.;
- To develop and submit to MoL&J report on training workshops. The report should be in English and should not exceed 10-15 pages. The report should include also a short overview of the workshop, conclusions and recommendations on the next steps to be done as a follow up to the workshop.

Deliverables:

1. Agenda of Training Workshop
2. List of participants
3. Training Workshop Report
4. Concluding presentation to the Islamabad High Court
5. Soft and hard copies, 10 each, of the Consultant's standard training manuals used for the training
6. Copies of certificates issued to the qualified trainees

DURATION OF THE CONTRACT:

The consultancy is expected to take two months (including holidays) from date of signing of contract.

The Consultant will work closely with the Ministry of Law and Justice and Islamabad High Court and will share progress of the activities from time to time as agreed and submit its final report.

DURATION OF TRAINING:

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

PERFORMANCE LOCATION:

All trainings to be conducted at Islamabad by physical attendance of the Consultant and mediators.

The venue will be arranged by the MoL&J.

Deliverable Date:

Within 45 days from date of Commencement

PART II

Section VII STANDARD FORM OF CONTRACT

Contract for Consultant's Services

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____

1. Form of Contract

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract
- (b) The Special Conditions of Contract;
- (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates

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

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of the Contract

A. General Provisions

1. Definitions

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

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

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

- (s) **“Site”** (if applicable) means the land and other places where Works/services are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (t) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant.

- 2. Relationship between the Parties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Commencement, Completion, Modification and Termination of Contract

- | | |
|--|--|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15. Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required. |
| 17. Force Majeure | |
| a. Definition | 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather |

conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

18. Suspension

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

19. Termination

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

a. By the Procuring Agency

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

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

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

b. By the Consultant

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

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

Procuring Agency of the Consultant's notice specifying such breach.

- | | |
|---|---|
| c. Cessation of Rights and Obligations | 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | <p>19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:</p> <p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p> |

C. Obligations of the Consultant

20. General

- | | |
|---|--|
| a. Standard of Performance | <p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful advisor to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p> |
| b. Law Applicable to Services | 20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law. |
| 21. Conflict of Interests | |
| a. Consultant Not to Benefit from Commissions, | <p>21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall</p> |

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

**Agency in Reports
and Records**

software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

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

**28. Equipment,
Vehicles and
Materials**

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

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

29. Code of Conduct

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

D. Consultant's Experts

**30. Description of Key
Experts**

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

**31. Replacement of Key
Experts**

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

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

**32. Approval of
Additional Key
Experts**

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

33. Removal of Experts

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

shall, at the Procuring Agency's written request, provide a replacement.

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

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

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

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

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

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

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

E. Obligations of the Procuring Agency

**36. Assistance and
Exemptions**

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

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

the SCC.

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| 37. Access to Project Site | 37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Experts. |
| 38. Change in the Applicable Law Related to Taxes and Duties | 38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the contract price shall not be affected. |
| 39. Services, Facilities and Property of the Procuring Agency | <p>39.1 The Procuring Agency shall make available to assist the Consultant and the Experts, for the purposes of the Services; the services, facilities and venue described in the Terms of Reference (Appendix A).</p> <p>39.2 In case that such services, facilities and venue shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and venue from other sources.</p> |
| 40. Counterpart Personnel | <p>40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.</p> <p>40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on how the affected part of the Services shall be carried out.</p> <p>40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.</p> |
| 41. Payment Obligation | 41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below. |
| F. Payments to the Consultant | |
| 42. Ceiling Amount | <p>42.1 The cost of the Services is set forth in Appendix C (Remuneration).</p> <p>42.2 Payments under this Contract shall not exceed the cost for services as mentioned in 42.1.</p> |
| 43. Remuneration and Reimbursable Expenses | <p>43.1 The Procuring Agency shall pay to the Consultant remuneration in lump sum amount as settled in this contract for the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing.</p> <p>43.2 All payments shall be at the cost set forth in Appendix C.</p> |

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| 44. Taxes and Duties | 44.1 The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC . |
| 45. Currency of Payment | 45.1 Any payment under this Contract shall be made in the currency specified in the SCC . |
| 46. Mode of Billing and Payment | <p>46.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) The Procuring Agency shall pay the Consultant's invoices within ninety (90) days after the receipt by the Procuring Agency of such invoices with supporting documents subject to satisfactory report of the Procuring Agency.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> |
| 47. Interest on Delayed Payments | 47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (b), interest shall be paid to the Consultant on any amount due by, not paid on, such due date at the rate stated in the SCC . |

G. Fairness and Good Faith

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| 48. Good Faith | 48.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
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H. Settlement of Disputes

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| 49. Amicable Settlement | <p>49.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.</p> <p>49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 49.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>49.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.</p> |
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Special Conditions of Contract

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

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

21 b.	<p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.2</p> <p>Yes</p>
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23.1	<p>The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Procuring Agency:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or actual damage</p>
27.1	<i>No exceptions.</i>
29. Code of Conduct	The Consultant is "required" to have a Code of Conduct for Experts as per the policy of the Authority.
42.2	There is no ceiling.
45.1	The currency [currencies] of payment shall be the following: Pakistani Rupee
47.1	The interest rate will be 0.01% of the contract value per week.
49.	<p>[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]</p> <p>Dispute Resolution</p> <p>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.</p> <p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p>

	<p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.</p> <p>Arbitrator's fee:</p> <p>The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.</p> <p>Appointing Authority for Arbitrator:</p> <p>By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.</p> <p>Rules of procedure for arbitration proceedings:</p> <p>Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.</p> <p>Place of Arbitration and Award:</p> <p>The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.</p>
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I. Appendices

Appendix A – Terms of Reference

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

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

Appendix B - Key Experts

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

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

Appendix C – Remuneration

Attach FIN-2.