

# **Ministry of Law and Justice**

## **BIDDING DOCUMENTS**

**For**

### **NATIONAL COMPETITIVE BIDDING**

**(FOR PROCUREMENT OF OFFICE EQUIPMENT)**

**April 2021**



**GOVERNMENT OF PAKISTAN**

**Ministry of Law and Justice**

(Development Wing)

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

G-5/2, Islamabad

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Tele: (051) 9216412

Fax: (051) 9216414

No. F. 12(5)/2021-SPMU-DW

Islamabad, the 12<sup>th</sup> April, 2021

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

Sealed tenders are invited for purchase of "Office Equipment" under the Project titled "Strengthening of Planning and Monitoring Unit in Ministry of Law and Justice" of Ministry of Law and Justice through single-stage one envelope procedure. Detailed specifications/Bidding Documents of the items can be obtained from Deputy Secretary (Dev), Ministry of Law and Justice during office hours (09:00 am to 05:00 pm), or downloaded from the website of this Ministry ([www.molaw.gov.pk](http://www.molaw.gov.pk)) and PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)). Sealed Tenders should reach in the Office of Deputy Secretary (Dev) by **27<sup>th</sup> Apr, 2021** till **11:00 AM** which will be opened on the same day at **11:30 AM** in the presence of bidders/ their representatives, who would like to attend. Earnest money @ 5% of the bid value in the form of Bank Draft/Call Deposit in favour of DDO (Development Wing), Ministry of Law and Justice should be enclosed with the tender otherwise the tender will not be accepted. Firm should be Income/sales tax registered having valid NTN/STN. Incomplete tender document will not be entertained. The competent authority reserves the rights to accept or reject any or all Bids.

**(Shafique Ahmad)**

Deputy Secretary (Dev)

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

Atta Turk Road,

G-5/2, Islamabad

Ph. 051-9216412

**BIDDING DOCUMENTS**

**For**

**NATIONAL COMPETITIVE BIDDING**

**(Procurement of Office Equipment)**

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

**MINISTRY OF LAW AND JUSTICE**  
**Government of Pakistan**  
**Apr 2021**

**Part One**

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

## **Instructions to Bidders (ITB)**

### **A. Introduction**

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|--|---|
| <b>1. Name of Procuring agency and address</b> | 1.1 Ministry of Law and Justice,<br>02 <sup>nd</sup> Floor, Federal Service Tribunal Building,<br>Atta Turk Road, G-5/2,<br>Islamabad.  |
| <b>2. Eligible Bidders</b>                     | 2.1 General Sales Tax Registered.<br>2.2 National Tax Number Registered.<br>2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1  |
| <b>3. Cost of Bidding</b>                      | 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency." will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process |

### **B. The Bidding Documents**

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| <b>4. Content of Bidding Documents</b> | 4.1 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include:<br>(a) Instructions to Bidders (ITB)<br>(b) Bid Data Sheet (BDS)<br>(c) General Conditions of Contract (GCC)<br>(d) Special Conditions of Contract (SCC)<br>(e) Schedule of Requirements<br>(f) Technical Specifications<br>(g) Bid Form and Price Schedule<br>(h) Contract form<br><br>4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. |
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- 5. Clarification of Bidding Documents**
- 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the procuring agency in writing at the procuring agency's address indicated in Bid Data Sheet (BDS). The procuring agency will submit its response in writing to any request for clarification of the bidding documents which it receives not later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's clarification (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the procuring agency.
- 6. Amendment of Bidding Documents**
- 6.1 At any time prior to the deadline for submission of bids, the procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.
- 6.2 All bidders that have obtained the bidding documents, from the procuring agency, will be notified of the amendment in writing which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the procuring agency, at its discretion, may extend the deadline for the submission of bids.

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

- 7. Language of Bid**
- 7.1 The bid prepared by the Bidder, as well as all correspondence and document relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet.
- 8. Documents Comprising the Bid**
- 8.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9,10 and 11;
  - (b) Bid security furnished in accordance with ITB clause 13.
  - (c) Single stage one envelope bidding procedure will be adopted.
- 9. Bid Form**
- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices.

**10. Bid Prices**

- 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of all applicable taxes, prices. The Price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.3 The Bidders' separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit Procuring agency's right to contract on any of the terms offered.
- 10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, two or more prices for a single item will be treated as non-responsive.

**11. Bid Currencies**

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

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

- 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction;
  - (a) The bidder meets the qualification criteria listed in the Bid Data Sheet.

**13. Bid Security**

- 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 13.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms;
  - (a) Irrevocable en-cashable call-deposit/bank draft/pay order in name of the Procuring agency given under ITB clause 4.1 of Bid Data Sheet.

- 13.4 Any bid not secured in accordance with ITB clauses 4.1 and 4.3 of the BDS will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 14.
- 13.6 The Bid Security of the successful bidder shall be retained till expiry of the warranty period as Performance Security.
- 13.7 The bid security may be forfeited:
  - (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the contract in accordance with ITB Clause 30.
    - ii. fails to deliver the Goods within stipulated time period as per Schedule of Requirements.

**14. Period of Validity of Bids**

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

**15. Format and Signing of Bid**

- 15.1 The Bidder shall prepare an original and 02 x number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder or the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.



15.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

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

### **16. Sealing and Marking of Bids**

16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document

16.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and

(b) Bear the name indicated in the Bid Data Sheet, the invitation for Bids title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.

16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

### **17. Deadline for Submission of Bids**

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

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

### **18. Late Bids**

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

**19. Modification and  
Withdrawal of Bids**

- 19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written request for the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal request shall be prepared sealed, marked and dispatched in accordance with the provision of ITB Clause 16. A withdrawal request may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 19.3 No bid may be modified after the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7

**E. Opening and Evaluation of Bids**

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

- 20.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their attendance.
- 20.2 The bidders' name, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.
- 20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 20.4 The Procuring agency will prepare minutes of the bid opening.

**21. Clarification of Bids**

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

sought, offered, or permitted.

**22. Preliminary examination**

- 22.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservation to critical provisions, such as those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**23. Evaluation and comparison of Bids**

- 23.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Procuring agency's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

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

**F. Award of Contract**

- 25. Qualification** 25.1 The determination of qualification will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet
- 26. Award Criteria** 26.1 Subject to ITB Clause 28, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contractsatisfactorily.
- 27. Procuring agency's Right to Vary Quantities at Time of Award** 27.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 28. Procuring agency's Right to Accept any Bid and to Reject any or All Bids** 28.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Procuring agency will inform the affected Bidder or bidders of the grounds for the Procuring agency's action, if so requested, the Procuring agency shall not be required to justify the grounds.
- 29. Notification of Award** 29.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract
- 29.3 The Procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

**30. Signing of Contract**

30.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the procuring agency.

**31. Corrupt or Fraudulent Practices**

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

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

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm / organization ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm/ organization has engaged in corrupt and fraudulent practices in competing for, or in executing, a PPRA financed contract.

(d) Will declare a firm/ organization ineligible if the firm/ organization is Blacklisted by any government and non government organization.

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

### Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the instructions to Bidders (ITB): Section I. Whenever there is a conflict; the provisions herein shall prevail over those in ITB.

<b>A. The Bidding Document</b>		
<b>ITB 7.1</b>	Language of the Bid	English

<b>B. Preparation of Bids</b>		
<b>ITB 10.1</b>	The price quoted shall be:	DDP in Pak Rupees i.e. inclusive of all applicable taxes & transportation charges. In case of bids submitted in other currencies the same shall be evaluated in the manner prescribed in section 30(2) of PPRA rules 2004.
<b>ITB 11.1</b>	The price shall be:	Fixed and must include the Income and General Sales Tax (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties.
<b>ITB 12</b>	Qualification requirement	<ol style="list-style-type: none"> <li>1. The bidder must comply with the specifications of items provided in the tender document.</li> <li>2. The bidder must have minimum three years experience in manufacturing or supplying of similar items to government departments as requisitioned in the bid. Documentary evidence to this effect must be provided with the bid, which includes copy of contract / purchase orders, etc.</li> <li>3. The bidder must provide satisfactory completion certificates of at least two supply contracts executed by the firm during last two years of similar value.</li> <li>4. The bidder must submit National Tax No., Sales Tax. No. Certificates, as well as Certificate of Incorporation / registration of the firm.</li> <li>5. The bidder must submit with the bid documents the delivery plan, particularly the completion time for subject procurement as per schedule of requirements.</li> <li>6. The bidder shall submit proper documentary evidence for financial soundness of the firm. Firms having turn over below 3 million shall be disqualified. Bank statement to this effect must be attached.</li> <li>7. The bidder must provide valid documentary evidence for his authorized Partnership/ dealership/ distributorship/ resellership with the principal manufacturer.</li> <li>8. The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices (31.1) and should not be black listed by any Government/Non government</li> </ol>

		Organization. An affidavit duly attested by notary public shall be attached with the bidding document in this regard
<b>ITB 13.1</b>	Amount of bid security	5% of the total quoted bid price.
<b>ITB 13.3</b>	Form of Bid Security	<ol style="list-style-type: none"> <li>1. The tenders found deficient of the amount as bid security compared to total bid price will not be considered.</li> <li>2. The Bid security should be in the form of Pay Order/Demand Draft in Favour of DDO, Development Wing, Ministry of Law and Justice.</li> <li>3. No personal cheques will be acceptable at any cost.</li> <li>4. The previous bid security will not be considered or carried forward.</li> </ol>
<b>ITB 14.1</b>	Bid validity period.	Bid should remain valid for 90 days from the closing date.
<b>ITB 13.6</b>	Performance Guarantee	The Bid Security of the successful bidder shall be retained till expiry of the warranty period as Performance Security.
<b>ITB 15.1</b>	Number of copies	One original and Two additional Copies.

#### C. Submission

<b>ITB 17.1</b>	Address for bid submission.	The Deputy Secretary (Dev), Ministry of Law and Justice, 2 <sup>nd</sup> Floor, Federal Service Tribunal Building, Atta Turk Road, G-5/2 Islamabad.
<b>ITB 17.1</b>	Deadline for bid submission.	27 <sup>th</sup> Apr, 2021 at 1100 hours.

#### D. Opening and Evaluation of Bids

<b>ITB 20.1</b>	Time, date, and place for bid opening	27 <sup>th</sup> Apr, 2021, at 1130 hours Development Wing, Ministry of Law and Justice, 2 <sup>nd</sup> Floor, Federal Service Tribunal Building, Atta Turk Road, G-5/2, Islamabad.
<b>ITB 23.2</b>	Criteria for bid evaluation	<ol style="list-style-type: none"> <li>(i) Delivered Duty Paid (inclusive of all applicable taxes &amp; transportation charges) Price Only.</li> <li>(ii) A Bidder, if he so chooses can bid for all or selective items from the list of goods provided for in the Schedule of Requirements.</li> <li>(iii) However, Bidders cannot bid for partial quantities of item in the Schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.</li> <li>(iv) The bidder has to quote only one rate for each item as per tender specification. No alternate model or separate accessories will be accepted.</li> <li>(v) The procuring agency will decide the responsiveness of the bid after technical evaluation based on qualification requirement given in ITB 3.1. Thereafter the tender will be awarded on the basis of rule 36(a) of PPRA Rules 2004 Single Stage One Envelope bidding procedure.</li> </ol>



**E. Award of Contract**

ITB 26.1	Award	The lowest evaluated bid conforming to qualification criteria and specification requirement shall be accepted.
ITB 28.1	Rejection of Bid	The procuring agency can reject one or all the bids received at any time without assigning any reason.
ITB 27.1	Percentage for quantity increase or decrease	Quantity may be increased or decreased by 30% in respect of each item.

## **PART TWO**

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

**I. Schedule of Requirements**

<b>Item No.</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Delivery Schedule</b>
1.	Laptop Computer	14	Within 45 days of signing of contract/Delivery Order
2.	Personal Computer	02	Within 45 days of signing of contract/Delivery Order
3.	Printer B/W	05	Within 45 days of signing of contract/Delivery Order
4.	Printer B/W Multifunction	04	Within 45 days of signing of contract/Delivery Order
5.	Printer Color	01	Within 45 days of signing of contract/Delivery Order

## II. Technical Specifications

S. No.	Technical Specifications		Qty.
<b>1.</b>	<b>LAPTOP COMPUTER</b>		<b>14</b>
	Brand	HP, Dell or Equivalent (International Brands Only)	
	Processor	Intel core-i5, 10 <sup>th</sup> Gen, 1.7 GHz or Higher	
	Motherboard	Intel Chipset	
	Memory	8 GB DDR4 or Higher	
	Hard Disk Drive	1 TB or Higher	
	Video/Display Card	2 GB Graphics Card	
	Display Size	15.6 inch	
	Windows	Licensed Windows 10 Pro 64-bit	
	Color	Silver, Black or White	
	Laptop Bag	Leather Bag	
	Warranty	1 Year local warranty	
<b>2.</b>	<b>PERSONAL COMPUTER</b>		<b>02</b>
	Brand	HP, Dell or Equivalent (International Brands Only)	
	Processor	Intel core-i5, 10 <sup>th</sup> Gen, 1.7 GHz or Higher	
	Motherboard	Intel Chipset	
	Memory	8 GB DDR4 or Higher	
	Hard Disk Drive	SATA 1 TB, 7200 RPM or Higher	
	Super Drive	16X DVD R/W or Higher, compatible with Microsoft Windows 8/10	
	Sound Card	Audio Integrated	
	Video/Display Card	INTEL HD Graphics	
	Mouse and Key Board	USB Wired Keyboard, USB Wired Mouse	
	Display	18.5" LED	
	Software	Licensed Windows 10 Pro 64-bit	
	Warranty	1 year local warranty	
<b>3.</b>	<b>PRINTER B/W</b>		<b>05</b>
	Brand	HP or equivalent	
	Type	Laser Jet Monochrome	
	Speed	Up to 38 ppm (black)	
	Resolution	1200 x 1200 dpi	
	Duty Cycle (monthly)	Up to 80,000 pages	
	Paper Trays Standard	2	
	Input	100 sheet multipurpose tray 1, 250 sheet input tray 2	
	Output	150 sheet output bin	
	Duplex Printing	Automatic	
	Media Sizes Custom	Tray 1: 76 x 127 to 216 x 356 mm; Tray 2, optional Tray 3: 100 x 148 to 216 x 356 mm	
	Media Types	Paper (plain, EcoFFICIENT, light, heavy, bond, colored, letterhead, preprinted, pre-punched, recycled, rough); envelopes; labels	
	Media weights	Tray 1: 60 to 200 g/m <sup>2</sup> ; Tray 2: 60 to 120g/m <sup>2</sup>	
	Standard Connectivity	1 Hi-Speed USB 2.0; 1 host USB at rear side; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE)	
	Wireless Connectivity	No	
	Warranty	1 year local warranty	
<b>4.</b>	<b>PRINTER B/W MULTIFUNCTION</b>		<b>04</b>
	Brand	HP or equivalent	

	Type	Laser Jet Monochrome	
	Speed	Up to 28 ppm (black)	
	Resolution	1200 x 1200 dpi	
	Duty Cycle (monthly)	Up to 30,000 pages	
	Duplex Printing	Automatic	
	Number of trays	1 main tray, plus 10-sheet priority tray	
	Media Handling	Standard input: 250-sheet input tray, 10-sheet priority tray Standard output: 150-sheet output tray ADF: 35 sheets	
	Media Sizes Supported	A4; A5; A6; B5 (JIS) ADF: A4	
	Media Types	Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards	
	Media weight	60 to 163 g/m <sup>2</sup> ADF: 70 to 90 g/m <sup>2</sup>	
	Connectivity Standard	1 Hi-Speed USB 2.0; 1 Hi-Speed USB 2.0 (host); 1 Ethernet 10/100Base-TX; 1 phone line (in); 1 phone line (out); Wireless; NFC	
	Connectivity Wireless	Built-in Wi-Fi 802.11b/g/n	
	Scan	Yes	
	Scan options	Flatbed and Automatic Document Feeder (ADF)	
	Scan Speed	Up to 15 ppm	
	Scan Resolution	Up to 300 dpi (color and monochrome, ADF); Up to 600 dpi (color, flatbed) Up to 1200 dpi (monochrome, flatbed)	
	Bit Depth/Grey scale levels	24-bit / 256	
	Scannable Area	Minimum media size (flatbed): No Maximum media size (flatbed): 215.9 x 297 mm; Minimum media size (ADF): 148.5 x 210 mm Maximum media size (ADF): 215.9 x 355.6 mm	
	Copy	Yes	
	Copy Speed	Up to 28 cpm	
	Copier Specifications	Maximum number of copies: Up to 99 copies; Copy resolution: 600 x 600 dpi; Reduce/Enlarge: 25 to 400%;	
	Fax	Yes	
	Fax Specifications	Fax memory: Up to 1,000 pages Fax resolution: Standard: 203 x 98 dpi; Fine: 203 x 196 dpi; Superfine: 300 x 300 dpi	
	Warranty	1 year local warranty	
<b>5.</b>	<b>PRINTER COLOR</b>		<b>01</b>
	Brand	HP or equivalent	
	Type	Laser Jet Colored	
	Speed	Up to 28 ppm (black), Upto 28 ppm (color)	
	Resolution	Black 600 x 600 dpi, Up to 38, 400 x 600 enhanced dpi Color 600 x 600 dpi, Up to 38, 400 x 600 enhanced dpi	
	Duty Cycle	Up to 50,000 pages monthly	
	Paper Trays Standard	2	
	Input	50 sheet multipurpose tray, 250 sheet in input tray	
	Output	150 sheet output bin	

Duplex Printing	Automatic
Media Sizes, Custom	Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2, optional Tray 3: 3.94 x 5.83 to 8.5 x 14 in
Media Types	Paper (bond, colored, brochure, glossy, letterhead, photo, plain, pre-printed, pre-punched, recycled, rough), postcards, labels, envelopes.
Media weights by paper path:	Tray 1: 60 to 176 g/m <sup>2</sup> (up to 200 g/m <sup>2</sup> with postcards and Color laser glossy photo papers); Tray 2: 60 to 163 g/m <sup>2</sup> (up to 176 g/m <sup>2</sup> with postcards, up to 200 g/m <sup>2</sup> Color laser glossy photo papers): Automatic duplexer: 60 to 163 g/m <sup>2</sup>
Cartridges	4 preinstalled HP LaserJet Toner cartridges (1 each Black, Cyan, Magenta, Yellow)
Connectivity	1 Hi-Speed USB 2.0 port; 1 host USB at rear side; built-in Gigabit Ethernet 10/100/1000 Base-TX network port
Warranty	1 year local warranty

### **III. STANDARD FORMS**

## 1. Bid Form/ Cover Letter

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

No: \_\_\_\_\_

To:

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

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods in conformity with the said bidding documents for the sum of Rs \_\_\_\_\_.

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

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Procuring agency according to Clause 13.6 of Instructions to Bidders.

We also agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Signed: \_\_\_\_\_

In the Capacity of: \_\_\_\_\_ (Title or Position)

Duly authorized to sign this bid for and on behalf of: \_\_\_\_\_ (Name of Bidder)



## 2. Price Schedule

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

Item No.	Item Description	No. of Units	Unit Rate (Excl. of taxes)	Total taxes per unit	Total Cost per unit (incl. of taxes)	Total Cost of units (incl. of taxes)
1.	Laptop Computer					
2.	Personal Computer					
3.	Printer B/W					
4.	Printer B/W Multifunction					
5.	Printer Color					

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

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

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

### 3. Contract Form

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between Ministry of Law & Justice (hereinafter called “the Procuring agency”) of the one part and [name of Supplier] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Procuring agency’s Notification of Award.

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

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

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

Signature of the Supplier

Signature of the Procuring Agency

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

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

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

**4. UNDERTAKING**

I have read the terms and conditions thoroughly regarding "Tender of Office Equipment", Tender No. \_\_\_\_\_ dated \_\_\_\_\_ hereby, undertake to abide by these terms & conditions in letter and spirit.

Signature: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Name of Firm & Full Address with Stamp:

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

Dated: \_\_\_\_\_

**Part Three**

**Section I.**

**General Conditions of Contract (GCC)**

## General Conditions of Contract (GCC)

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicate:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means Ministry of Law and Justice, Islamabad.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

### 2. Application

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

### 3. Standards

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

### 4. Inspections and Tests

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

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

cost to the Procuring agency.

4.3 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Procuring agency's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the factory/warehouse.

4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **5. Packing**

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

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

## **6. Delivery and Documents**

6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

## **7. Transportation**

7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination i.e. Islamabad Office.

## **8. Warranty**

8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

8.2 The earnest money submitted by the supplier shall be retained during the warranty period as mentioned in technical specification

and will be released after expiry of warranty period

**9. Payment**

- 9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 9.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
- 9.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 9.4 The currency of payment is Pak. Rupees.

**10. Prices**

- 10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or on the Procuring agency's request for bid validity extension, as the case may be.

**11. Change Orders**

- 11.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, and equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Procuring agency's change order.

**12. Contract Amendments**

- 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**13. Assignment**

- 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

**14. Delays in the Supplier's Performance**

- 14.1 Delivery of the Goods and performance of Services shall be made by Supplier in accordance with the time schedule prescribed by Procuring agency in the Schedule of Requirements.
- 14.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of services, the supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s).

14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

**15. Liquidated Damages**

15.1 Subject to GCC Clause 17, if the supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 16.

**16. Termination for Default**

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

- a) If the Supplier fails to delivery any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 14.2; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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



course of the exercise of his duty.

16.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**17. Force Majeure**

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

17.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**18 Resolution of Disputes**

18.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**19. Governing Language**

19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 21, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**20. Applicable Law**

20.1 The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these bidding documents, the provisions of the laws and rules will prevail.

**21. Notices**

21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

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

**22. Taxes and Duties**

22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

## **Section II.**

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

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

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

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

GCC 4.1 - **Inspection and test prior to supply of Goods and at final acceptance are as follows:** The Procuring agency or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency.

### **2. Packing (GCC Clause 5)**

GCC 5.2 - **Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

### **3. Payment (GCC Clause 9)**

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

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

Payment shall be made in Pak. Rupees in the following manner:

- (i) **On Acceptance: Hundred (100)** percent of the supply order Price of the supplies delivered and received shall be paid within Sixty (60) days of submission of claim supported by the acceptance certificate issued by the procuring agency.

### **4. Price (GCC Clause 10)**

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

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

GCC 15.1 - **Applicable rate:** The applicable rates on account of late delivery or unperformed Services including change of defective/sub-standard items, etc., shall be 1% per day and up to maximum 10% of the contract price.

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

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

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

GCC 19.1 - The Governing Language shall be: English.

### **8. Notices (GCC Clause 21)**

GCC 21.1 - Supplier's address for notice purpose:

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