



**ISLAMABAD HIGH COURT  
ISLAMABAD**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF  
(Foreign Law Journals)**

FOR FINANCIAL YEAR 2025-2026

**ISLAMABAD HIGH COURT, ISLAMABAD.**

**Phone: 051-9198153**

## Bid Data Sheet

1.	Procuring Agency	Islamabad High Court, Islamabad. (IHC)
2.	Procurement Title	Procurement of (Foreign Law Journals)
3.	Applicable Rules	The Public Procurement Rules, 2004.
4.	Bid Security	<b>Rs.50,000/- (refundable)</b> in the shape of Pay Order, Call Deposit, or Demand Draft, prepared before the tender opening in favor of Drawing & Disbursing Officer, Islamabad High Court, Islamabad.
5.	Performance Guarantee	03% of Contract Value in shape of Bank Guarantee.
6.	Closing Date and Time for the receipt of Bidding Documents	20.2.2026 at 11:00 a.m.
7.	Opening Date, Time and Venue of Opening of Bid	20.2.2026 at 11.30 a.m., Judges Library Hall.
8.	Bid Currency	PKR
9.	Language of Bid	English
10.	Bid Validity Period	Bids shall remain valid till 30 <sup>th</sup> June, 2026.
11.	Bidding Procedure	Single Stage – One Envelope Procedure in accordance with Public Procurement Rules, 2004 through EPADS.
12.	Address for Communication and Contact Numbers:	Islamabad High Court, Constitution Avenue, G-5, Islamabad. Phone No. 051-9198153 Fax No. 051-9228112



# ISLAMABAD HIGH COURT, ISLAMABAD

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## INSTRUCTIONS TO BIDDERS

### 1. Source of Funds

- 1.1 Available.

### 2. Bidder's Eligibility and Qualification

- 2.1 This Invitation for Bids (IFB) is open to firms having **valid NTN, GST and STRN registration** in Pakistan. Documentary proof will have to be provided by each bidder.
- 2.2 It is compulsory for the bidder to be on the “**Active Taxpayers List**” of the Federal Board of Revenue (both for Income Tax and Sales Tax) otherwise the bid will be rejected. Documentary proof will have to be provided by each bidder.
- 2.3 Firm must be maintaining a bank account in a scheduled bank. To ascertain the financial soundness of the bidder, it is compulsory for the bidder to submit bank statement of last one year.
- 2.4 Bidders shall not be under a **declaration of blacklisted** by any Government (Federal & Provincial). The bidder will submit an affidavit on Legal Stamp Paper that the bidder is not black listed on any ground by any Government (Federal, Provincial).
- 2.5 Bidders are required to provide Experience as a Supplier of books of same nature, for **at least last three (03) Years**.

### 3. Cost of Bidding.

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

### 4. The Bidding Procedure.

- 4.1 **Single Stage-One Envelop Bidding Procedure**  
Single Stage – One Envelope Bidding Procedure shall be applied as per the Public Procurement Rule 36(a):  
Each bid shall comprise one single envelope containing, financial proposal and technical qualification. All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

### 5. Contents of the Bidding Documents.

- 5.1 The bidding procedures for required items and contract terms are prescribed in the bidding documents. The bidding documents include:
  - (a) Invitation to bidders,
  - (b) Instruction to Bidder,
  - (c) General and Special Conditions of Contract,
  - (d) Schedule of Requirements,
  - (e) Technical Qualifications/Requirements,
  - (f) Contract Form,
  - (g) Performance Guaranty Form,
  - (h) Price Schedule.
- 5.2 The Bidder is expected to examine all instruction, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information in a correct manner as required by the Bidding Documents shall result in rejection of bid. Furthermore, submission of 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.

## **6. Form of Price Schedule.**

- 6.1 The Bidder shall complete the appropriate Price Schedule furnished in the bidding documents, indicating the items to be supplied, a brief description of the items, binding, printing, quantity, and price.

## **7. Bid Prices.**

- 7.1 The Bidder shall indicate the unit prices and complete prices of the items/category to supply under the contract.
- 7.2 Form of Price Schedule is to be filled in very carefully. Any alteration/ correction are not allowed. Every page is to be signed and stamped at the bottom. Name of the person (s) signing & the firm/company stamp should be used.
- 7.3 The bidder should quote the prices of items according to the required specifications.
- 7.4 The prices offered by the bidder will be valid and binding on the bidder throughout the period of contract.
- 7.5 The bidder is required to offer competitive prices.
- 7.6 Prices offered should be for the whole **quantity demanded**; for the entire each set of Journals/books partial quantity offers shall straightaway be rejected. Any type of conditional offer will also be considered as non-responsive bidder and will be rejected.
- 7.7 While tendering quotation, the market trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of books and services will be entertained till the end of contract.
- 7.8 Prices offered should be for the entire contract period. No change in price is allowed after opening of financial bids.
- 7.9 Prices shall include all type of costs which may include packing, transportation, delivery and any other type of expenditure associated with the books. No extra payment of any kind will be made to the successful bidder.

## **8. Bid Security.**

- 8.1. The Bidder shall furnish, as part of its proposal, a Bid Security in the amount specified in Data Bid Sheet.
- 8.2. The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.

## **9. Bid Validity.**

- 9.1 Bids shall remain valid till 30<sup>th</sup> June, 2026. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

- 10.1 Bidders are required to submit their bids **electronically via PPRA's e-Procurement System (E-PADS)**. The Bidders are also encouraged to submit the hard copies of bids not later than the time and date specified in the invitation or bid data sheet. The bidders are encouraged to arrive at the Procuring Agency's specified address 30 minutes before the bid submission time to avoid delay resulting from any unforeseen event including Traffic Jams, Security clearance at Check Points or Entry Gates / Reception of the premises. The bidders' representatives who are submitting the bid will sign the Attendance Sheet evidencing their participation.

## **11. Late Bids.**

- 11.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the bidder.

## **12. Opening of Bids by the Procuring Agency.**

- 12.1 The Procuring Agency will open the bids received through EPAD in the presence of bidders or their representatives (who choose to attend the process) at the time, on the date, and at the place specified in the invitation for Bids.
- 12.2 In case of any technical malfunction of E-PADS Portal at the time of bid opening, the Procuring Agency will open the received hard copies of the bids
- 12.3 The bids found without Bid Security (earnest money) OR having less Bid Security will also be returned unannounced to the Bidders.

### **13. Clarification of Bids.**

- 13.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid

### **14. Preliminary Examination.**

- 14.1 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.
- 14.2 The arithmetical errors in the financial bids 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.
- 14.3 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 to the relative ranking of any bidder, except anything rendering the bid invalid under any other clause of these bidding documents.
- 14.4 Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 14.5 If bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder.

### **15. Evaluation of Bids.**

- 15.1 The Procuring Agency will evaluate and compare the bids, which have been determined to be substantially responsive.
- 15.2 The evaluation of the financial proposal will be on the basis of price and bid security. However, previous performances, test reports, inspection of plant / factory/ premises, previous experience and repssort, financial soundness and any other details as the Procuring Agency, at its discretion, may consider appropriate, will be considered during evaluation.
- 15.3 All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in these bidding documents.
- 15.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of invitation of bids.

### **16. Evaluation Criteria.**

- 16.1 Evaluation will be based on the quality of material/paper used printing quality, the binding material, timely supply, cost and overall value for money, and reliability entry of the bidder supplier or other terms suitable to the purchasing agency.

### **17. Contacting the Procuring Agency.**

- 17.1 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. Canvassing by any bidder at any stage of the tender evaluation is strictly prohibited. Any infringement will lead to disqualification.

## **18. Qualification & Disqualification of Bidder.**

- 18.1 The Procuring Agency will determine to its satisfaction whether the bidders are qualified to perform the contract satisfactorily, in accordance with the criteria.
- 18.2 The determination will take into account the bidder's financial, technical, supply, transportation and other necessary capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate.
- 18.3 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect / deficiency in supplier's capacities, may require the suppliers to provide information concerning their professional, technical, financial, legal or managerial competence whether already qualified during evaluation process or not.
- 18.4 The Procuring Agency will disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification as supplier was false and materially inaccurate or incomplete.

## **19. Rejection of Bids.**

- 19.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency will, upon request, communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 19.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 19.1 towards, bidders who have submitted bids.
- 19.3 All bidders are encouraged to remain in contact with the Procuring Agency to obtain the results of bid evaluation, acceptance or rejection of bids. Intimation of the rejection of any or all bids will be given promptly to the concerned bidders that submitted bids.

## **20. Re-Bidding.**

- 20.1 If the Procuring Agency rejected all bids, it may call for a re-bidding or deems necessary appropriate, may seek any alternative methods of procurement under Rule 42 of the Public Procurement Rules-2004.
- 20.2 The Procuring Agency invitation for re-bidding will assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

## **21. Results of Evaluation Report.**

- 21.1 The bidders are encouraged to remain in contact with the Procuring Agency to obtain the results of bid evaluation, acceptance or rejection of bids.

## **22. Acceptance of Bid and Award Criteria.**

- 22.1 The bidder with the advantageous evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, will be awarded the Contract.

## **23. Procuring Agency's Right to vary Quantities at the Time of Award.**

- 23.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease, the quantity of required books, without any change in unit price or other terms and conditions. All participating bidders unconditionally agree to the said clause.

## **24. Signing of Contract.**

- 24.1 The Procuring Agency will invite the bidder to sign the Contract Form provided in the bidding documents along with updated information about price etc. incorporating all agreements between the parties the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted.

- 24.2 If the successful bidder, after completion of all codal formalities shows inability to sign the Contract then their complete bid security/earnest money will be forfeited and the firm will be blacklisted for future participation. In such situation the Procuring Agency may make the award to the next lowest evaluated bidder or may call for new bids at its own discretion.

**25. Performance Guarantee.**

- 25.1 The successful bidder shall furnish the performance guaranty within a fortnight after signing the contract and award of supply order. The bid security would be returned to the bidder upon submission of performance guaranty.
- 25.2 Failure of the successful Bidder to comply with the requirement shall constitute grounds for the annulment of the award and forfeiture of the security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids at its own discretion.

**26. Fraud and Corruption**

- 26.1 The Procuring Agency requires that the Bidders i.e. Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.
- 26.2 The Bidders shall permit the Procuring Agency to inspect all accounts, records and other documents relating Bid.
- 26.3 Procuring Agency will reject bid, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

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## Schedule of Requirements:

The supplies shall be delivered in accordance with the subsequent Purchase Orders to be issued by the Islamabad High Court, Islamabad as per following schedule of requirements:-

<b>Mode of Penalty</b>	<b>Delivery of all items in 100% Quantity as per Purchase Order(LPO) (under Frame Work Contract)</b>	<b>Total Delivery Period</b>
Without Penalty	60-days or earlier	60-days
Late delivery charges/penalty @0.25% per day after 60 days		

Specification along with quantities attached with this Bidding Document.

## **TECHNICAL REQUIREMENTS AND DESCRIPTION OF BOOKS DELIVERY**

1. Books and Journals as per specifications and details within 60 days from date of signing of the contract. The above items will be delivered at Islamabad at the address specified in Notification of Award/Letter of Acceptance.

## **TECHNICAL SPECIFICATIONS/REQUIREMENTS**

1. All Books / Journals should be new and in original format.
2. The books / journals offered should be of prime/standard quality. Low price editions or substandard titles shall not be accepted and the said bid shall be treated as non-responsive.
3. Inferior, low-quality, or substandard books / journals will be rejected and Earnest Money shall be forfeited.
4. Paper to be used for printing the books should be smooth and of fine quality.
5. The journals as indicated in the list shall be bound as per the publisher specifications and format.
  - a. The journals shall be hard bound with thread binding of standard quality.
  - b. The binding shall be leatherette and color of the binding shall be According to publisher format.
  - c. Foil printing shall be used.

## Check List of Technical Qualification.

Kindly fill “Yes” or “No” against each required document mentioned bellow, submitted by the bidder.

S. No.	REQUIRED DOCUMENTS LIST	YES	NO
01.	Bidder’s Profile& Copy of CNIC of owner.		
02.	Income Tax and Sale Registration Certificates with Proof to be on Active Taxpayer (Income and Sales) List.		
03.	Bank Statements of bidder of last one Year		
04.	Rs.50,000/- Bid Security/CDR		
05.	Relevant Experience: Supporting Documents or Copies of Supply/Work Orders, completed within the last 03 years.		
06.	An Affidavit (on legal stamp paper) that the Bidder is not blacklisted by any Government Department (Federal or Provincial).		
07.	Required document/certificates: i) Undertaking (Form 8) ii) Certificate of Guarantee/Warranty (Form 9) iii) Price Reasonability Certificate (Form 10)		
08.	The offered Laws Journals/Books as mentioned in Bid Data Sheet shall be according to Technical Requirements.		

The Procuring Agency will evaluate all the Proposals to conform the responsiveness of the bidders. Bidder conforming to all the requirements stated above would be accepted as responsive bidder. Any missing document or major deviation may lead to disqualification. However, the Procuring Agency may, at its discretion, ask the bidder to **clarify** minor ambiguities or provide a shortfall in documents (except the bid security) strictly to determine responsiveness; no change in substance of the bid or price shall be sought, offered, or permitted.

*Signature of Bidder with Stamp*

## **BID FORM 1**

### **LETTER OF INTENTION**

To: The Registrar,  
**Islamabad High Court, Islamabad.**

Dear Sir,

we, the undersigned, having examined the bidding documents, the receipt of which is hereby acknowledged, offer to supply and deliver the books under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We undertake, if our bid is accepted, to deliver the books in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guarantee. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by the Procuring Agency at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with the Procuring Agency written acceptance of the bid and award, shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the lowest or any bid received.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements of the bidding documents.

*Signature of Bidder with Stamp*

## **BID FORM 2**

### **AFFIDAVIT (ONSTAMP PAPER)**

I/We, the undersigned, solemnly state that:

1. The undersigned has read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding document.
3. The undersigned is solvent and competent to undertake the subject contract under the Laws of Pakistan.
4. The undersigned has not paid nor has agreed to pay, any Commissions or Gratuities to any Official or Agent related to this bid or award or contract.
5. The undersigned is not blacklisted or facing debarment from any Government Department (Federal or Provincial), or its organization or project.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

*Signature of Bidder with Stamp*

**BID FORM 3**

**Firm's Past Performance.**

Name of the Bidder:

Bid Reference No:

Assessment Period: (Three Years)

<b>Name of the Procuring Agency/ Institution</b>	<b>Purchase Order No.</b>	<b>Financial Year</b>	<b>Description of Order</b>	<b>Value of Order</b>	<b>Date of Completion</b>

*Signature of Bidder with Stamp*

## BID FORM 4

### (Price Schedule List)

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Proposal.

### **ISLAMABAD HIGH COURT, ISLAMABAD**

#### Foreign Law Journals Tender Financial Year 2025-2026

Sr. #	Description	Specification	Rate Per set (Including Taxes if any)	
			***	***
1.	Supreme Court Cases India (SCC) 2023	1 Set in 20 Volumes		
2.	Supreme Court Cases India (SCC) 2024	1 Set in 17 Volumes		
3.	All India Law Reporter (AIR) 2023	2 Set in 15 Volumes each set		
4.	All India Law Reporter (AIR) 2024	2 Set in 15 Volumes each set	-----	
5.	All England Law Reports 2023	1 set in 4 volumes		
6.	All England Law Reports 2024	1 set in 4 volumes	-----	

**Note:** The Procuring Agency reserves the right at the time of contract award to increase or decrease, the quantity of items, without any change in unit price or other terms and conditions.

Claim regarding specification shall be accepted only as per Brochure/Information issued by Original Publisher. No refurbished/Pirated items shall be accepted.

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

Name of Authorize Person: \_\_\_\_\_

Name of Firm & Full Address with Stamp:

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

**Bid Form 5****Bank Accounts/Vendor Information of Firms  
for Payment Process**

<b>Name:</b>	
<b>Contact No:</b>	
<b>Vendor No:</b>	
<b>Address:</b>	
<b>Bank Name:</b>	
<b>Branch Name/Bank Code</b>	
<b>Account No.:</b>	
<b>Swift Code:</b>	
<b>IBAN No:</b>	
<b>Currency of Account:</b>	
<b>NTN No.</b>	
<b>GST No:</b>	
<b>Email Address:-</b>	

*Signature of Bidder with Stamp*

## Bid Form 6

### PERFORMANCE GUARANTEE

To,

The Drawing and Disbursement Officer (DDO),  
Islamabad High Court, Islamabad.

Whereas \_\_\_\_\_ (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to supply of Foreign Law Journals (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of **3% of the total Contract amount** in the shape of Pay Order/Bank Draft as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we, the undersigned, have agreed to give this Guarantee on behalf of the Supplier.

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Figures and Words Rs. \_\_\_\_\_

\_\_\_\_\_] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, and without cavil or argument, any sum or sums within the limits as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 2026

*Signature and Seal of the Guarantors/Bank*

*Address:* \_\_\_\_\_

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

## BID FORM 7

### CONTRACT/AGREEMENT

#### Special Conditions of Contract (SCC)

##### CONTRACT AGREEMENT (F.Y. 2024-25) BETWEEN ISLAMABAD HIGH COURT &

This deed of Contract Agreement (the "Contract") is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_ 2025/2026.

#### BETWEEN

The Islamabad High Court, Islamabad (hereinafter referred to as the "Procuring Agency or the Procuring Agency"), which term shall include successors and assigns of the first Part.

#### AND

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the supplier) through its owner namely \_\_\_\_\_ NTN number, including in Active Tax Payer List, Income Tax Number \_\_\_\_\_, GST Number \_\_\_\_\_, which term shall include successors and assigns of the Second Part.

(The Procuring Agency and the Supplier shall hereinafter individually be referred to as "the Party" and collectively as "the Parties").

Whereas, the Procuring Agency invited bids for procurement of **Foreign Law Journals** on Framework (Rate) contract basis under the Public Procurement Rules, 2004 in pursuance whereof M/s \_\_\_\_\_ being the authorized General Order Supplier offered to supply the required books:

And whereas, the Procuring Agency has accepted Bid by the Supplier for the Supply of items and related services.

The payment would only be made after successful completion/supply of required items according to the samples and specifications, through the AGPR, Islamabad.

And whereas, the Parties express their desire to enter into a Contract with the Procuring Agency for the job fully described in this Contract.

#### NOW THIS DEED OF CONTRACT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. That the Contract shall come into force immediately and shall remain valid until \_\_\_\_\_ or cancelled by the Procuring Agency.
2. The detail of price quoted by bidders \_\_\_\_\_ as given in the Price Schedule.
3. The Contract shall endure for a period of one year commencing on \_\_\_\_\_ day of \_\_\_\_\_ 2026.
4. The contract is executed as per the Public Procurement Rules, 2004.
5. The following documents shall be deemed to form and be read and construed as an integral part of this Contract.
  - i. The price schedule submitted by the Bidder/Supplier (Clause 2 of this Contract).
  - ii. The schedule of requirements – Terms & Conditions (Annex-II)
  - iii. The Bids & its Clarifications
6. That the quality and quantity of the books shall be as per sample and specifications given by the Procuring Agency.

7. That the delivery of the items shall be made the Supplier at their own cost, management and responsibility.
8. That the Procuring Agency shall inspect the books at the above mentioned address and reserves the right to reject any books if the Procuring Agency considers those to be inferior quality to the approved samples.
9. That the books rejected by the Procuring Agency shall be replaced the Supplier and the Supplier shall bear all risks/costs of the items/material rejected by the Procuring Agency.
10. That the Procuring Agency reserves the right to change the quantity of items if they feel necessary during the validity of the Contract.
11. That the Supplier shall indemnify the Procuring Agency in respect of all claims, damages, commendation or expenses payable in consequences of any injury of accident caused by them i.e. the Supplier.
12. That all other applicable Taxes (GST/duties etc.) and cost of transportation, or any other incidental charges, if required in connection of the delivery of the books shall be borne by the Supplier.
13. The Supplier hereby declared that it has not obtained or inducted the procurement of any contract, right interest, privilege or other obligation or benefit from Government or any administrative subdivision or agency there of or any other entity owned or controlled by it Government through any corrupt/collusive business practice.
14. Receipt of incomplete supplies or delay in services will render the supply order liable to be levied with liquidated damages and 0.25% of the amount will be deducted from the number of days.
15. That the terms of this Contract Agreement shall be governed by the Laws of Islamic Republic of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
16. Any amendment subsequent to this purchase order which have been mutually agreed shall only be in writing and shall be deemed as a part of this purchase order.
17. If any dispute whatsoever, shall arise between the parties in connection with or arising out of the purchase order, the parties shall made every attempt to resolve the same amicably.
18. The supplier warrants that he has the requisite skill, personnel and authorization for the supply of books shall be free from all defects. All books to be supplied shall be new and unused.
19. The Procuring Agency shall disqualify a Supplier or Contractor if it finds, at any time, who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices.
20. The Procuring Agency has the right to cancel the contract and forfeit the bid/performance security presented, in case of supply sub-standard items or other then the specifications or unsatisfactory performance.
21. The once successful bidders who are issued with the work order after offer and acceptance, intends to retract/retreat from the promise to supply, on any pleas, at any time, their bid/ performance security would be forfeited and the firm would be blacklisted.

***IN WITNESS WHEREOF***, the Parties hereto have caused this Contract to be executed by its duly authorized representatives as of the day and year first above written.

**Signed for and on behalf of Supplier**

**Signed for and on behalf of Procuring Agency**

# **General Conditions of Contract (GCC)**

## **1. Standards.**

- 1.1 The books supplied under this contract shall conform to the standards mentioned in the **Technical requirements and approved samples**.
- 1.2 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 books and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 1.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Procuring Agency,) the price difference shall be paid by the Supplier.
- 1.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e. removal from procuring Agency's premises, burning, dumping, or incineration.

## **2. Use of Contract**

- 2.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 2.1 except for purposes of performing the Contract.
- 2.3 Any document, other than the Contract itself, enumerated in GCC Clause 2.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
- 2.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

## **3. Samples**

- 3.1 The Bidder must inspect the approved samples prior to submitting the tender.

## **4. Ensuring Storage Arrangements**

- 4.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Procuring Agency at least One (01) week in advance. However, in case no space is available at the Procuring Agency's premises at the time of supply, the Procuring Agency shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

## **5. Inspections and Tests**

- 5.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the books in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
- 5.2 All costs associated with testing shall be borne by the Supplier.
- 5.3 The Procuring Agency's right to inspect, test and, where necessary, reject the books after the books either at Supplier's premises or upon arrival at Procuring

Agency's destinations shall in no way be limited or waived by reason of the books having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the books delivery from the point of Supply or manufacturing.

- 5.4 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **6. Delivery and Documents**

- 6.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the books.
- 6.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 6.3 The books supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the books having been delivered;

## **7. Insurance**

- 7.1 The supplier shall be solely responsible for insurance of the books subject to the contract.

## **8. Transportation**

- 8.1 The Supplier shall arrange such transportation of the books as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- 8.2 All costs associated with the transportation of the books subject to this contract shall be borne by the Supplier.

## **9. Warranty.**

- 9.1 All books subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the certificate.
- 9.2 The Procuring Agency shall promptly notify the Supplier in writing or any claims arising under this warranty.

## **10. Payment.**

- 10.1 The Procuring Agency shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 10.2 The currency of payment shall be Pakistan Rupee.

## **11. Prices.**

- 11.1 Prices charged by the Supplier for books delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

## **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, except with the Procuring Agency's prior written consent.

## **14. Subcontracts**

- 14.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract.

## **15. Delays in the Supplier's Performance**

- 15.1 Delivery of the books shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 15.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the books; the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 15.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless the parties to this contract mutually agree for extension of time.

## **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 deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Procuring Agency; 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 or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

*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 bidder (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"*

## **17. Force Majeure**

- 17.1 Notwithstanding the provisions of GCC Clauses 15 and 16, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting of default if and to the extent that it's delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to miss-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolution, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 17.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Procuring Agency shall examine the merits of the case

and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.

- 17.3 Unless Procuring Agency informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

### **18. Termination for Insolvency**

- 18.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

### **19. Arbitration and Resolution of Disputes**

- 19.1 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.
- 19.2 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 to the Arbitrator for resolution through arbitration.
- 19.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

### **20. Applicable Law**

- 20.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

### **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 and on the others address specified in SCC.
- 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **22. Taxation**

- 22.1 All taxation, whether International, Federal, Provincial or local, shall be borne by the Supplier.

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**Bid Form 8**

**UNDERTAKING**

I have read the terms and conditions regarding "Tender" dated \_\_\_\_\_, I hereby undertake to abide by these terms & conditions in letter and spirit.

Enclosed Call Deposit No. \_\_\_\_\_ Dated: \_\_\_\_\_ of  
Rs. \_\_\_\_\_ Bank & Branch Name \_\_\_\_\_.

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

Name of Authorize Person: \_\_\_\_\_

Name of Firm & Full Address with Stamp:

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

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

## Bid Form 9

### CERTIFICATE OF GUARANTEE/WARRANTY

This is to certify that bidder/Contractor \_\_\_\_\_ guarantees that all items supplied under this Bid are free from defects in material and workmanship.

2. The Guarantee/Warranty is valid for a period of one year commencing from the date of successful delivery of the books.
3. During the Guarantee/Warranty period, the bidder/contractor agrees to replace or repair any defective items at no additional cost to the Procuring Agency (IHC).
4. Replacement or repair will be carried out at the discretion of the Procuring Agency.
5. This Guarantee/Warranty does not cover damages caused by misuse, negligence, accident, or unauthorized alterations.

We affirm our commitment to providing quality products and stand behind our services with this Guarantee/Warranty.

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

*Name of Authorize Person:* \_\_\_\_\_

*Name of Firm & Full Address with Stamp:*

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

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

**Bid Form 10**

**PRICE REASONABILITY CERTIFICATE**

We certify that the prices quoted in the Bid are fair, reasonable and in accordance with market standards as well as prices do not exceed the prices charged to other Government Departments for similar supplies made in recent past.

We undertake that if it is found at any stage that same or similar books were supplied by us to any other Government Department at a lower price, then the following rights will be available with the Procuring Agency, which can be exercised at the option of the buyer (i.e. the Procuring Agency) as a remedial measure: either any one of the available rights or any combination thereof.

- i) Demand refunds for the price difference.
- ii) Cancel the current purchase order.
- iii) Debar us from participating in future tenders.
- iv) Initiate legal action for any discrepancies.

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

*Name of Authorize Person:* \_\_\_\_\_

*Name of Firm with Stamp:*

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

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