**PUNJAB INFORMATION TECHNOLOGY BOARD**
**(PITB)**

## INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites proposals for Outsourcing of Caseflow Management System for Lahore High Court under the Project titled "New IT Initiatives at Lahore High Court & District Courts".

2. Tender Document is available at www.pitb.gov.pk and www.ppra.punjab.gov.pk. The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.

3. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped in the Tender Box No.2 placed at Reception of the PITB office, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore, no later than 1500 Hours, within 15-days of first publication of this advertisement in National Newspapers or uploading of relevant Tender Document on PITB & PPRA websites, whichever is later. The bids shall be opened at 1600 hours on last date for submission of bids, as per PPRA Rules, 2014.

4. All bids must be accompanied by Bid Security at the rate of 2% of total Tender / bid value in complete conformity of the clause "Bid Security" of the prescribed tender document. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

5. All prospective firms are required to register themselves with the Procurement Assistant, PITB at below given address, collect a Challan Form to submit an amount of Rs.3,000/- in PITB's Account. The deposit slip must accompany the proposal; otherwise the proposal shall stand rejected.

6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per Government rules.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

**Joint Director (Development & Procurement)** **(APL-11800)**

**Punjab Information Technology Board**
11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore
Ph: (042) 35880162, Fax (042) 99232123
Web: www.pitb.gov.pk

# Tender Document

**Tender No. 118092014-1**

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# Outsourcing of Caseflow Management System for Lahore High Court Under the Project Titled "New IT Initiatives at Lahore High Court & District Courts"

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**Punjab Information Technology Board (PITB)**

11th Floor, Arfa Software Technology Park (ASTP),

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

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## Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

### Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

## 1. Invitation to Bid

### 1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20ammended%20upto%2011.03.2014.pdf

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

### 1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website **http://www.pitb.gov.pk** and from PPRA's website **www.ppra.punjab.gov.pk** for information only. All prospective bidders are required to collect a Challan Form from Procurement Assistant, PITB at above given address; to submit an amount of Rs. 3,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid; elsewise the bid will stand rejected.

### 1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the contract.

## 2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The complete bids as per required under this tender document must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of bids i.e. **2nd October, 2014,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on**, 2nd October, 2014**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications must be received in writing to the Purchaser till **23rd September, 2014**. Any query received after said date shall not be entertained. All queries shall be responded to within due time. PITB may host a Pre-Bid session, if required, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **"Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender"** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**

M Kashif Farooq
Sr. Program Manager
**Email**: kashif@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.

Iftikhar Ahmad
Assistant Registar-IT
**Email**: ifti_ahmad007@hotmail.com
Lahore High Court, Lahore

**CC:**

**Secondary Contact**

Aamir Z. Chaudry
Director General IT | PITB
**Email**: aamir@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the two Primary Contacts and in writing (e-mail) only with CC to secondary contact. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. This includes intimation of pre-bid meeting if held.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

3.1 In this document, unless there is anything repugnant in the subject or context:

3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.3 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.4 "Client" means the Project lead of technical wing of the Purchaser for whose’ particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

3.5 “Bidder/Tenderer” means the interested Firm/Company/Supplier/Distributors that may provide or provides the I.T related hardware/equipment etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.

3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.12 "Day" means calendar day.

3.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.

3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3.15 "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser.

3.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.17 "Prescribed" means prescribed in the Tender Document.

3.18 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially

different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.20 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.21 “Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.22 "Works" means work to be done by the Contractor under the Contract.

3.23 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

## 4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## 5. Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

## 6. Tender Scope

6.1 Punjab Information Technology Board (PITB) (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) is executing a project for the automation of Lahore High Court.

6.2 The Lahore High Court (henceforth referred to as the “LHC”) is the provincial seat of justice. The Lahore High Court has jurisdiction over Punjab. The High Court's principal seat is in Lahore, but there are benches in three other cities: Rawalpindi, Multan and Bahawalpur.

6.3 The project aims to streamline the various business processes for effective case management and improve staff productivity with an Electronic Case Flow Management of the LHC

6.4 The existing IT team of Lahore High Court has initiated many innovative services without any Business Process Re-engineering, these efforts have been reviewed and improvements to it has been studied and recommended by an independent consultant that LHC has engaged.

6.5 These efforts are including case flow system, auto-marking of cases and availability of cause list on web. Many core components missing in the existing case flow system such as efiling and archival of old record etc. were addressed in the study. The study conducted in 2013 comprised:

- Review of past projects and relevant reports (Judiciary and Law)
- Required Business Process Re-engineering

- Review of user requirement and Functional Specification in perspective of national and international experience
- Feasibility of e-filing

6.6 Project requires a product based solution as per software requirement specification (SRS) annexed with this tender document. Bidder needs to elaborate the proposed solution technically and cost wise in terms of following

- Application License (web-based or client-based or cloud based)
- Database License (web-based or client-based)
- Development / backup and Client Access License (CAL) if applicable
- Operating System license
- Sever level equipment

6.7 Financial proposal must include the cost of overall turnkey solution with itemized cost of individual component.

6.8 Technical Proposal should explain the functionality of all processes in the light of SRS

6.9 Total Cost of solution will incorporate implementation over 60 courts and branches (Case Filing Branch, Court compliance Branch, Case Archival Branch and Case Copy Branch etc)

6.10 The solution price(s) must be quoted for 60 courts and branches. The contract shall span over a period of 3 years and award of contract shall be awarded to the technically eligible/ financially successful and lowest bidder either in one go or through incremental approach.

6.11 The quoted rates shall prevail for the duration of said contract period. However, the Purchaser reserves exclusive rights to avail the services/ solution as per the volume required and payments shall be made against services/ solution and on as per actual bases only against the number of licenses for each court where said license is deployed and supported for the said contract period.

6.12 The Tenderer shall propose for the following:

a. Design, develop and implement a fully operational System;
b. Convert and migrate data from existing IT systems to the new System;
c. Prepare and implement a comprehensive change management and communication plan to help the LHC's staff transit from existing systems to the new System;
d. Provision of training for staff to use the System;
e. One (1) year System Warranty
f. Provision of documentation that fully complies with the ISO 9001 : 2008 certified Quality Management System (or any internationally recognized quality management approach such as CMM Level 5).
g. As an option, data conversion services for existing hardcopy documents and indicate clearly the cost for conversion;
h. Maintenance contract for two (2) years after the warranty/support period, on a yearly renewable basis. As an option, man-day rate for Service Requests during the Contract period.
i. The Tenderer shall quote separately for all the options specified in this tender. Any proposal to supply only part or parts of the above shall be considered incomplete and might be deemed invalid
j. The Tenderer shall propose details on a complete system configuration including requirements for the hardware and software necessary for the successful implementation of the System.
k. Any item necessary for the System to work but not indicated in the Contract shall be assumed to be an intrinsic part of the System and the cost of these items are included as part of the System.

l. After the System Warranty Period, the LHC may raise Service Requests (SRs) for the contractor to carry out enhancements or modifications to the System during System Maintenance and Support period for which the man-day rate shall apply.

6.13 SCOPE OF WORK

a. The tenderer shall appoint a Project Manager who shall be the single point of contact for the project.
b. The tenderer shall be familiarized with the System requirements detailed in this tender document. (Available at annex K).
c. The tenderer shall review and implement changes to streamline the existing work processes. As part of the process, the tenderer shall deliver the documentation on the new standard operation procedures (SOP) to be implemented in order to use the system efficiently.
d. As part of the tender proposal, the tenderer shall understand and review the revised business processes, and to quote for the design and development of the System.
e. The tenderer should adopt a prototyping approach to validate the requirements and overall design with the different user groups. The Supplier shall streamline the processes and the System progressively.
f. The tenderer shall recommend configuration consisting of a workflow engine mapping the requirements as specified in SRS.
g. Tenderer shall prepare the change management, training plan and communication plan to manage the change, and to provide training for all levels of users.
h. The tenderer shall provide integration services to ensure interoperability of the System with the existing environment where necessary. Please refer Annex K for the current LHC IT Infrastructure.

## 7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three (3) years as on;

7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

7.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

7.1.4 has submitted bid for complete items and relevant bid security. Non-compliance of the same shall cause rejection of the bid;

7.1.5 must be involved in similar business for last three (3) years as on;

7.1.6 has authorization of the relevant valid highest Tier available in Pakistan.

7.1.7 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory);

7.1.8 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

7.1.9 is provider of authorized Services or authorized dealer / agent of original manufacturer of Goods or provider of Services'

7.1.10 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.11 Goods and Services can only be supplied / sources / routed from "origin" in "eligible" member countries.

a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## 8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

## 9. Joint Venture / Consortium

Joint Venture / Consortium are also eligible for this tender, as long as the joint venture complies with the following conditions:

9.1 For organization specific qualification criteria only the lead / prime bidder credentials are valid for evaluations.

9.2 The Tenderers may form a joint venture. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.

9.3 One partner of formulated joint venture will be designated the lead / prime partner and would be get into legal contract with Purchaser and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender/bid.

9.4 There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.

9.5 All the partners shall be jointly and severally liable for the execution of the Contract in accordance

with the terms and conditions of the Contract. The Tender, and in case of successfully qualifying both technical and financial evaluation, the Contract Deed, to that effect, shall be signed by the lead partner.

9.6 Partners other than the lead / prime would also be bound by the terms and conditions of the contract.

## 10. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

## 11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within five (05) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation, bidder may contact on office phone.

## 12. Amendment of the Tender Document

12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

## 13. Preparation / Submission of Tender

13.1 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.2 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.3 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.4 Technical Proposal shall comprise the following, **without quoting the price**:

13.5 Technical Proposal Form (**Annexure-A**)

- 13.5.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-F&G**)
- 13.5.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-D**)
- 13.5.3 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- 13.5.4 Authorized Certificate / document from the principal / manufacturer.
- 13.5.5 Evidence of eligibility of the Tenderer and the Goods / Services
- 13.5.6 Evidence of conformity of the Goods / the Services to the Tender Document
- 13.5.7 List of firm's major international & national clientele;

13.5.8 Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials

13.5.9 Technical Brochures / Literature

13.5.10 Details of Warranty and After-Sale Service

13.5.11 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

13.5.12 The Contractor's financial capacity to mobilize and sustain the Supply of Hardware/Equipment and Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last Three (03) years, supported by audit letters, 2) certified financial statements for the last Three (03) years, supported by tax returns duly signed and stamped by authorized representative.

13.5.13 The statement must be signed by the authorized representative of the Bidder

13.5.14 Financial Capacity as per (**Annexure-J)**.

13.5.15 Valid Registration Certificate for Income Tax & Sales Tax

13.5.16 Income Tax & Sales Tax Returns for the last three (3) tax years

13.5.17 Power of Attorney, if an authorized representative is appointed (**Annexure-E**)

13.6 The Financial Proposal shall comprise the following:

13.6.1 Financial Proposal Form (**Annexure-B**)

13.6.2 Price Schedule (**Annexure-C**)

13.6.3 Bid Security **(Earnest Money), as per provisions of the clause Bid Security of this document** (**Annexure- H**)

13.7 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name. [Name of Tender]

Tender No. **118092014-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.8 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for

Tender Name. [Name of Tender]

Tender No. **118092014-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.9 The Tenderer shall follow the same process for the Financial Tender.

13.10 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name. [Name of Tender]

Tender No. **118092014-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.11 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name. [Name of Tender]

Tender No. **118092014-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

13.13 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.

13.14 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

## 14. Tender Price

14.1 The quoted price shall be:

14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.2 in Pak Rupees;

14.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;

14.1.4 including all charges up to the delivery/deployment point at various courts in Punjab (if required).

14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

## 15. Bid Security (Earnest Money)

15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum equivalent to 2% of the Total Tender Price;

15.1.2 denominated in Pak Rupees;

15.1.3 As part of financial bid envelope, failing which will cause rejection of bid.

15.1.4 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.5 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;

15.1.6 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

## 16. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## 17. Modification / Withdrawal of the Tender

17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## 18. Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at 1600 hours on the last date of submission of bids i.e. **2nd October, 2014**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## 19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

## 20. Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document/ the Goods / the Services;

20.1.2 meets the Technical Specifications for the Goods / the Services;

20.1.3 meets the delivery period / point for the Goods / the Services;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Goods / the Services;

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;

20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;

20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods / Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

## 21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

## 22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

**PROVISO:** Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

| Category | Description | | | Points |
|---|---|---|---|---|
| **Legal (Mandatory)** | Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan | | | Mandatory |
| | Valid Income Tax Registration | | | Mandatory |
| | Valid General Sales Tax Registration (Status = Active with FBR/PRA) | | | Mandatory |
| | Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. | | | Mandatory |
| | Compliance to the technical specifications of all items / services to be procured mentioned under clause-6 in this document | | | Mandatory |
| | In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper) | | | Mandatory |
| | Company Partnership with Principle for 3 years | | | Mandatory |
| **Category** | **Criteria** | **Information Required (Mandatory)** | **Marks** | **Weightage** |
| **Global Reference in related vertical (judicial / law)** | 1 Project (70 Marks)<br>2 Projects (85 Marks)<br>3 or more Projects (100 Marks) | 1. Name of Reference<br>2. Description of the Application System Configuration (Please clearly distinguish items/ features for "Built from Scratch solution" or "Packaged Solution". For 'Packaged Solution", please indicate version number)<br>3. Scope of the Reference<br>4. Application Environment (e.g. System Software, Application Software, Hardware used)<br>5. Scope of work<br>6. Did the application system include interface with the Judicial Courts? Please describe.<br>7. Did the application system include interface with other applications (Including interface for 3rd Party applications)? Please describe.<br>8. Application System user base - Number of users and number of employees<br>9. Commencement Date<br>10. Implementation Date<br>11. Number of Man-months<br>12. Number of Supplier personnel in the projects<br>13. Cost of Project/Contract Price<br>14. Implementation Status<br>15. Tenderer's Responsibilities<br>16. Additional Remarks<br>17. Customer contact(s) | *Submission of verifiable proof of all required mandatory information is must. Non submission of the same against any or all required information shall bear no marks* | Overall weightage 10% |
| **Experience of offered solution (local projects)** | 1 Project (50 Marks)<br>2 Projects (75 Marks)<br>3 or more Projects (100 Marks) | 1. Name of Reference<br>2. Description of the Application System Configuration (Please clearly distinguish items/ features for "Built from Scratch solution" or "Packaged Solution". For 'Packaged Solution", please indicate version number)<br>3. Scope of the Reference<br>4. Application Environment (e.g. System | *Submission of verifiable proof of all required mandatory information is must. Non submission of the same against any or all* | Overall weightage 20% |

| | | | | |
|---|---|---|---|---|
| | | Software, Application Software, Hardware used)<br>5. Scope of work<br>6. Did the application system include interface with the Judicial Courts? Please describe.<br>7. Did the application system include interface with other applications (Including interface for 3rd Party applications)? Please describe.<br>8. Application System user base - Number of users and number of employees<br>9. Commencement Date<br>10. Implementation Date<br>11. Number of Man-months<br>12. Number of Supplier personnel in the projects<br>13. Cost of Project/Contract Price<br>14. Implementation Status<br>15. Tenderer's Responsibilities<br>16. Additional Remarks<br>17. Customer contact(s) | *required information shall bear no marks* | |
| **Technical Manpower (Certified People in offered product)** | 2 Certified Persons | 1. Please indicate the number of project personnel(s) certified<br>2. For each personnel certified, please indicate the certification and the product version certified<br>3. For each certification, identify the certification level for e.g. Developer, Administrator, etc.<br>4. For each personnel certified, please indicate the number of years of relevant experience | 50 | Overall weightage 25% |
| | 3 Certified Persons | | 75 | |
| | 4 Certified Persons | | 100 | |
| **Proposed Project Delivery timeline** | 6 months | | 100 | Overall weightage 10% |
| | 9 month | | 85 | |
| | 1 year | | 60 | |
| | Requirements Phase | 1. The Tenderer shall submit the project timetable and to comply within the stipulated timeline<br>2. The Project Timetable shall contain the expected events and completion dates. The timetable shall include activities to be carried out by the LHC and its Representative 3. Time shall be of the essence in this tender and the tenderer shall provide the time lines and/or stipulated Completion Dates prescribed here. | Requirements Phase Provided Yes: 30 No: 0 | 5% |
| | Design Phase | | Design Phase Provided Yes: 20 No: 0 | |
| | Implementation Phase | | Implementation Phase Provided Yes: 20 No: 0 | |
| | Testing Phase | | Testing Phase Provided Yes: 20 No: 0 | |

| | | | | |
|---|---|---|---|---|
| | Deployment Phase | | Deployment Phase Provided Yes: 5 No: 0 | |
| | Warranty Phase | | Warranty Phase Provided Yes: 5 No: 0 | |
| **Out of the Box Features** | Workflow Modeling | | 15 | 20% |
| | Workflow Engine | | 10 | |
| | Integration | | 10 | |
| | Multi-Channel Support | | 5 | |
| | Alarms and Notifications | | 5 | |
| | Rule Editor | | 10 | |
| | UI Form Designer | | 10 | |
| | Reporting | | 10 | |
| | Dashboard | | 5 | |
| | User Roles Access | | 10 | |
| | Audit Trail | | 10 | |
| | Smart phone support | | 5 | |
| | Compliance to information security practice (ISO 27001/PCI) | | 5 | |
| **Principal Review** | Design Review | The tenderer shall submit an authorization of the principal that they are qualified to handle the technology. | 100 | 5% |
| **Team Composition** | Subject Matter Experts (Legal) At-least one | 1. The Tenderer shall submit a detailed project structure clearly specifying the number and the duties and responsibilities of all the personnel assigned to the project for the development as well as for the maintenance period. The Tenderer is to explain the transition of the team from development to the maintenance phases.<br>2. The tenderer shall submit the resumes of the project personnel assigned to the project. It is assumed that the resumes will reflect the relevant experience to the project | 25 | 10% |
| | Technical Product Experts (CRM) At-least one | | 25 | |
| | Architect (CRM) At-least one | | 25 | |
| | Project Manager Experience At-least one | | 25 | |

**Note:** Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

## 23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

## 24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) / services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

24.2.3 incomplete, partial, conditional, alternative, late; or

24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or

24.2.6 the Tenderer has conflict of interest with the Purchaser; or

24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or

24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);

24.2.11 the tenderer has been blacklisted by any public or private sector organization;

24.2.12 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services'

24.2.13 the tenderer has mentioned any financial implication(s) in the financial proposal that is

in contradiction to this document and Government rules and regulations.

24.2.14 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

24.2.15 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document;

24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

## 25. Award Criteria

25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

## 26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## 27. Performance Security

27.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:

27.1.1 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

27.1.3 for a sum equivalent to 10% of the contract value;

27.1.4 denominated in Pak Rupees;

27.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill the obligations under the Contract;

27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

## 28. Redressal of grievances by the procuring agency

28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

# Contract Title:

## [Name of Contractor]

Dated:

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III. Technical Specifications

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Purchaser]** (the "Purchaser"), on the one part,

and

**[full legal name of Contractor],** on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

**RECITALS**

WHEREAS,

(a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

(b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and

(c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.

3. The following shall be deemed to form and be read and construct as part of this Contract:

   **a.** The Tender Document
   **b.** Bidder's Proposal
   **c.** Terms and Conditions of the Contract
   **d.** Special Stipulations
   **e.** The Technical Specifications
   **f.** Tender Form
   **g.** Price Schedule
   **h.** Affidavit(s)
   **i.** Authorized Dealership / Agency Certificate
   **j.** Performance Security
   **k.** Service Level Agreement ( SLA ) (if required)
   **l.** Non-Disclosure Agreement (if required)
   **m.** Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

| For **[full legal name of the Purchaser]:** | For **[full legal name of the Contractor]:** |
|---|---|
| Signature | Signature |
| Name | Name |
| Witnessed By: | Witnessed By: |

**WITNESSES**

| | |
|---|---|
| Signature _____ | Signature _____ |
| CNIC # _____ | CNIC # _____ |
| Name _____ | Name _____ |
| Designation_____ | Designation _____ |
| Address _____ | Address _____ |

# II. General Conditions of Draft Contract

## 29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

## 30. Contract Duration

The Contract duration for

a) Hardware inclusive of web-servers: One year from the date of delivery.
b) Caseflow Management Application: Three years from the date of UAT including one year warranty period and two years support.

## 31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor 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.

## 32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

## 33. Standards

The Goods supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards.

## 34. Commercial Availability

The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally.

## 35. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

## 36. Execution Schedule

**Hardware and Software Licenses:**

The Contractor shall deliver equipment within 8 weeks from the issuance of Acceptance Letter.

**Software Application:**

The Contractor shall deliver software application within 12 months from the issuance of Acceptance Letter.

## 37. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

## 38. Insurance

The Contractor shall provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

## 39. Labeling

The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Client. All networking equipment, cables, connectors, ports, boxes shall be clearly labeled.

## 40. Delivery

40.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware with any associated/relevant software and its documentation. The approach shall address shipment of deliverables to the various designated (installation) sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at various Government Offices in Punjab, as specified by the Purchaser at the time of delivery.

40.2 The Service shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.

40.3 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

40.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

## 41. Installation and Implementation

41.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.

41.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.

41.3 The Contractor shall provide a document stating step-by-step procedures for installation and

disaster recovery to the Purchaser.

41.4 The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.

41.5 The Contractor shall configure the system for high availability and reliability, of all hardware and software.

41.6 The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.

## 42. Site Preparation

42.1 The Contractor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and air conditioning requirements, for the proposed equipment.

42.2 The Purchaser and the Client shall facilitate the Contractor in discharge of the above responsibilities.

## 43. Safety

43.1 The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.

43.2 The Contractor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.

43.3 The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

## 44. Test Equipment and Tools

The Contractor shall evaluate the existing facilities and abilities of the Client to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

## 45. Spare Parts and Support

45.1 The Contractor shall ensure that the Goods provided by the Contractor, under the Contract are standard and of exact Computer Equipment Hardware and Networking Equipment, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

45.2 The Contractor shall further ensure that the Goods provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Goods.

45.3 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.

45.4 The Contractor shall ensure availability of spare parts and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.

45.5 The Contractor shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Security.

45.6 The Contractor shall also identify and provide the following:

45.6.1 items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
45.6.2 critical items, whose failure would cause a system failure;
45.6.3 items of high cost and/or long lead time (over thirty working days);
45.6.4 items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

## 46. Inspection and Testing

46.1 The Client shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.

46.2 The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.

46.3 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

46.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

46.5 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

## 47. Taking-Over Certificate

47.1 The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.

47.2 The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

47.3 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

## 48. Warranty

48.1 The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

48.2 The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.

48.3 The Contractor shall provide Manufacturer's warranty (if applicable) for minimum one year (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:

48.3.1 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Lahore and 48 hours outside Lahore;
48.3.2 Free on site replacement of defective / damaged Goods, if repair of such Goods involves

a duration exceeding 24 hours in Lahore and 48 hours outside Lahore.

48.4 The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.

48.5 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.

48.6 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

48.7 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.

48.8 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

## 49. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

## 50. Defects Liability Expiry Certificate

50.1 The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

50.2 The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

## 51. Payment

51.1 The Contractor shall provide all necessary supporting documents along with invoice.

51.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

51.3 The Purchaser shall get verified the details of equipment / services delivered against the invoice from the Technical Team of PITB and Payment shall be made as per following schedule after issuance of satisfactory certificate by concerned technical team, as per details given in relevant Letter of Acceptance:-

a) **For Hardware &Software Licenses:**
100 % on complete delivery of Licenses and Hardware

b) **For Software Application:**
i. 40% on completion of development (UAT)
ii. 50% on the satisfaction of system owner
iii. 10% after six month of previous payment

51.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per

Government policy, in Pak Rupees, through treasury cheque.

51.5 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract

51.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Acceptance (LOA) till termination of the signed contract in this regard.

## 52. Price

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

## 53. Contract Amendment

53.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

53.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

53.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

53.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

## 54. Assignment / Subcontract

54.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

54.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

## 55. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

## 56. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

## 57. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in

competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

## 58. Forfeiture of Performance Security

58.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

58.1.1. If the Contractor commits a default under the Contract;

58.1.2. If the Contractor fails to fulfill any of the obligations under the Contract;

58.1.3. If the Contractor violates any of the terms and conditions of the Contract.

58.1.4. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

58.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

58.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

## 59. Termination for Default

59.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

59.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## 60. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

## 61. Termination for Convenience

61.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

61.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:

61.2.1 to have any portion thereof completed and delivered; and/or

61.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the

Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

## 62. Force Majeure

62.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

62.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

62.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.

62.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

## 63. Dispute Resolution

63.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

63.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

## 64. Statutes and Regulations

64.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

64.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

64.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## 65. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

## 66. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and

the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

## 67. The Client

67.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

67.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

67.3 The Client shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

## 68. Authorized Representative

68.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

68.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

68.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

68.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

68.5 Notwithstanding Clause 69.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

68.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

## 69. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## 70. Training

70.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

70.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

## 71. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

## 72. Special Stipulations

| SCHEDULE-A, SPECIAL STIPULATIONS | |
|---|---|
| **For ease of Reference, certain special stipulations are as under:** | |
| **Bid Security (Earnest Money)** | The Contractor shall furnish the Bid Security (earnest Money) as under:<br>for the for the total Tender Price;<br>if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document, for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees;<br>Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later. |
| **Performance Security** | The successful Contractor shall furnish Performance Security as under:<br>within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;<br>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;<br>for a sum equivalent to 10% of the total contract value;<br>denominated in Pak Rupees;<br>Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, **whichever is later.** |
| **Deployment Period (including installation, configuration, deployment, commissioning, testing, and training of the delivered items / Software.)** | **Hardware & Software Licenses:**<br>The Contractor shall deliver equipment within 8 weeks from the issuance of Acceptance Letter.<br>**Software Application:**<br>The Contractor shall deliver software application within 12 months from the issuance of Acceptance Letter |
| **Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor** | If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. |

**ANNEXURE-A**

# FORMS & OTHER REQUIRED DOCUMENTS

## Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE-B**

**Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

**ANNEXURE-C**

**Price Schedule/ Financial Cost Sheet**

| Sr. No. | Description | No of Units/ QTY (1) | Unit Rate (Excl. Taxes) Rs. (2) | Total Taxes (3) | Unit Rate (Incl. all Taxes) Rs. (4=2+3) | Total Cost (Incl. all Taxes) Rs (5=1x4) |
|---|---|---|---|---|---|---|
| 1 | Licenses involved in overall solution (application, database or OS etc) either web-based or CALs etc. For 60 courts & branches, Development / backup licenses may also be included (if applicable) | | | | | |
| 2 | c) Development/ configuration/ rules framing, data migration, testing, training etc. | | | | | |
| | d) Cost of development for 100 man-days | | | | | |
| 3 | Server level hardware with one year standard warranty | | | | | |
| 4 | a) Annual support for 2 years extended warranty period | | | | | |
| | b) Annual support for licenses | | | | | |
| 5 | Cost of two developers for warranty period (one year) | | | | | |
| **Total Bid Price for 60 courts** and branches (Case Filing Branch, Court compliance Branch, Case Archival Branch and Case Copy Branch etc) | | | | | | **X** |

Notes to Price Table:

- **i.** **X** will determine the total bid cost for all items.
- **ii.** Bidders must quote component wise price(s) against each line item as per above table separately and aligned with proposed solution.
- **iii.** Prices must be quoted for all items.
- **iv.** The solution price(s) must be quoted for 60 courts and branches. The contract shall span over a period of 3 years and award of contract shall be awarded to the technically eligible/ financially successful and lowest bidder either in one go or through incremental approach.

**v.** The quoted rates shall prevail for the duration of said contract period. However, the Purchaser reserves exclusive rights to avail the services/ solution as per the volume required and payments shall be made against services/ solution and on as per actual bases only against the number of licenses for each court where said license is deployed and supported for the said contract period.

**vi.** Bidder must quote man-days of following features by considering details available in use-cases

| # | Features | Estimated Man-days |
|---|---|---|
| 1 | Case Institutionalizations | |
| 2 | Case Proceeding | |
| 2 | Digitization | |
| 3 | Record Management | |
| 4 | Docketing | |
| 5 | Document Circulation and Tracking | |
| 6 | Document Dispatch | |
| 7 | Calendaring | |
| 8 | Hearings | |
| 9 | Disposition | |
| 10 | Order Management | |
| 11 | Adjournment | |
| 12 | Post Disposition Compliance and Execution | |
| 13 | Copy Management | |
| 14 | Scheduling Roster Sitting | |
| 15 | Configuration Maintenance, Security, and Integrity | |
| 16 | Audit Log/Trail | |
| 17 | Management Reporting | |
| 18 | Dashboarding | |
| 19 | External Integrations (Bar Counsel, Promis, NADRA, FBR, SEC) | |
| 20 | Multiple Channels (iPAD, Android and Web) | |
| 21 | Rules Base | |
| 22 | Knowledge Management Based | |
| 23 | Print and scan (Barcode) | |

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Dully authority by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

**ANNEXURE-D**

**Format for Covering Letter**

To

(Name and address of Purchaser)

**Sub: _____.**

Dear Sir,

**a)** Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

**b)** We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

**c)** We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

**d)** We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

**e)** Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

**f)** We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

_____

Authorized Signatures with Official Seal

**ANNEXURE-E**

## INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

**a)** To be executed by an authorized representative of the bidder.

**b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Format of Power-of-Attorney**

## POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

**ANNEXURE-F**

## UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

**ANNEXURE-G**

**(To be submitted on legal stamp paper)**

## AFFIDAVIT

**(Integrity Pact)**

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

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

_____
Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

_____ Notary Public

**ANNEXURE-H**

## BID SECURITY FORM

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____ , Tender No._____, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____day of 2014.

**GUARANTOR**

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

**ANNEXURE-I**

## PERFORMANCE SECURITY

**Issuing Authority:**
**Date of Issuance:**
**Date of Expiry:**
**Claim Lodgment Date: (Must be one month later than the expiry date)**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No._____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs._____(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this _____day of 2014.

**GUARANTOR**

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

**ANNEXURE-J**

**Financial Capacity of the Bidder**

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

| Financial Information | Historical information for the previous three years (most recent to oldest in (PAK Rupees) | | |
|---|---|---|---|
| | Year 1 (Year) | Year 2 (Year) | Year 3 (Year) |
| Information from Balance Sheet: | | | |
| (1) Total Assets (TA) | | | |
| (2) Current Assets (CA) | | | |
| (3) Total Liabilities (TL) | | | |
| (4) Current Liabilities (CL) | | | |
| Information from Income Statement: | | | |
| (5) Total Revenue (TR) | | | |
| (6) Profits before Taxes (PBT) | | | |
| Net Worth (1) – (3) | | | |
| Current Ratio (2) / (4) | | | |

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last three (3) Years

| Year | Matter in Dispute | Value of Award Against Contract in PAK Rupees |
|---|---|---|

_____

Authorized Signatures with Official Seal

**ANNEXURE-K**

**Software Requirement Specification (SRS)**

| DOCUMENT CHANGES TRACKING | | | | | | |
|---|---|---|---|---|---|---|
| **No** | **Version No** | | **Page No** | | **Date** | **Details** |
| | **Old** | **New** | **Old** | **New** | | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |

| DOCUMENT REVIEW AND APPROVAL | | | | |
|---|---|---|---|---|
| **No** | **Name** | **Department / Organization** | **Approve / Reject** | **Signature** |
| 1. | | LHC | Approve | |
| 2. | | PITB | Reject | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

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# 1. Introduction

## 1.1 Purpose

This document introduces the LHC As-Is and To-Be model. This has been produced as part of the Case Flow Management System (CFMS) project. It describes the biz processes employed in obtaining the LHC practices as well as the overall structure and content of the model. This document also includes a management overview of the LHC Automation.

To understand the doc in detail, this document must be read in conjunction with the following specific requirements documents (note: latest information can also be found in [1] below:

[1] Presentation to LHC on Study Dated Jul 12th 2013, MS Powerpoint.

## 1.2 Terms and Acronyms

| Abbreviation | Description |
|---|---|
| LHC | Lahore High Court |
| PITB | Punjab Information Technology Board |
| CFMS | Case File Management System |
| FIR | First Incident Report |
| NADRA | National Database & Registration Authority |
| NIC | National Identity Card |
| PROMIS | Police Record & Police Information Management System |
| FBR | Federal Board of Revenues |
| SEC | Security and Exchange Commission |

## 1.3 References

[1] Kek Wee Ng (2013). “Presentation to LHC on Study.” Published on Jul 12, 2013.

[2] Bearing Point Management & Technology Consultants (2008).” Automation of Justice Sector Institutions: Architectural Design Document.” Published on Jun 25, 2008.

[3] Bearing Point Management & Technology Consultants (2008).” Automation of Justice Sector Institutions: Detailed Functional Requirements.” Published on May 23, 2008.

[4] Zafar Ahmed Khan Sherwani. “Case File Management System and Court Automation.”

## 2. Management Summary

This document is an effort to provide a detailed description of a To-Be developed Case Flow Management System for the Lahore High Court (LHC). Every democratic State is bound to provide expeditious justice to its citizen and similarly for LHC, it shall ensure inexpensive and expeditious justice to its people. The delay in case settling undermines the purpose of the courts itself because delaying justice often implies its negating, as said by a great British statesman William E. Gladstone in nineteenth century that "justice delayed is justice denied".

Within the Province of Punjab, it is an important Key Performance Indicator (KPI) to reduce the backlog of cases and improve the overall efficiency of case management through the use of modern technology. This document has developed a set of principles and techniques to automate the "case flow management". An efficient and automated case flow management system makes justice possible both for individual cases and the LHC.

This CFMS documentation involves the entire set of actions that the LHC takes to monitor and control the process of cases from initiation through trial or other initial disposition to the completion of all post disposition court work to make sure that justice is done promptly.

This documentation will describe the coordination of court processes and resources so that court cases progress in a timely fashion from filing to disposition. It embeds the good management practice that includes setting the case disposition time standard and continuous court control of case progress, use of differentiated case management establishing meaningful pretrial events and schedule, maximizing dispositions before setting specific trial dates, monitoring case load information systems and effective post-disposition.

Another aspect of the documentation is that the policy should be related to the court's effort to avoid future backlog and maintain a pending case inventory that is manageable in terms of workload of judges and court staff members. What constitutes a "manageable" pending case inventory? In simplest terms, it is the number of pending cases that the court can maintain and still meet its time standards without significant efforts on the part of judges and staff or undue burdens on parties and counsels. If, after having eliminated its backlog, a court disposes of as many cases each year as are filed, the size of the pending case inventory should remain relatively stable and manageable. Successful case flow management requires that a court continually measure its actual performance against the expectations reflected in its standards and goals, therefore, the court should regularly measure times of disposition and the size and age of its pending case load as well as determine whether it is disposing of as many case as are being filed, and assess the rates at which trials and other court events are being continued and rescheduled.

## 3. LHC Environment

This section provides an overview and identifies the assumptions made out of the business environment in which the LHC CFMS project will be implemented.

### 3.1 Relevant Background

*Discuss any general background details that is relevant to the nature, form and content*

This section documents information that was initially gathered and they point to areas where automation are introduced. It highlights bottlenecks, kinks and inefficiencies. The background is normally lost during refinement iterations of the to-be as parts of it is not directly part of the final system to be developed or procured. The author has included them to help the reader understand the overall context of the project. It also helps in understanding why certain analysis decisions were made and why specific constrains exist.

### 3.2 Context Diagram

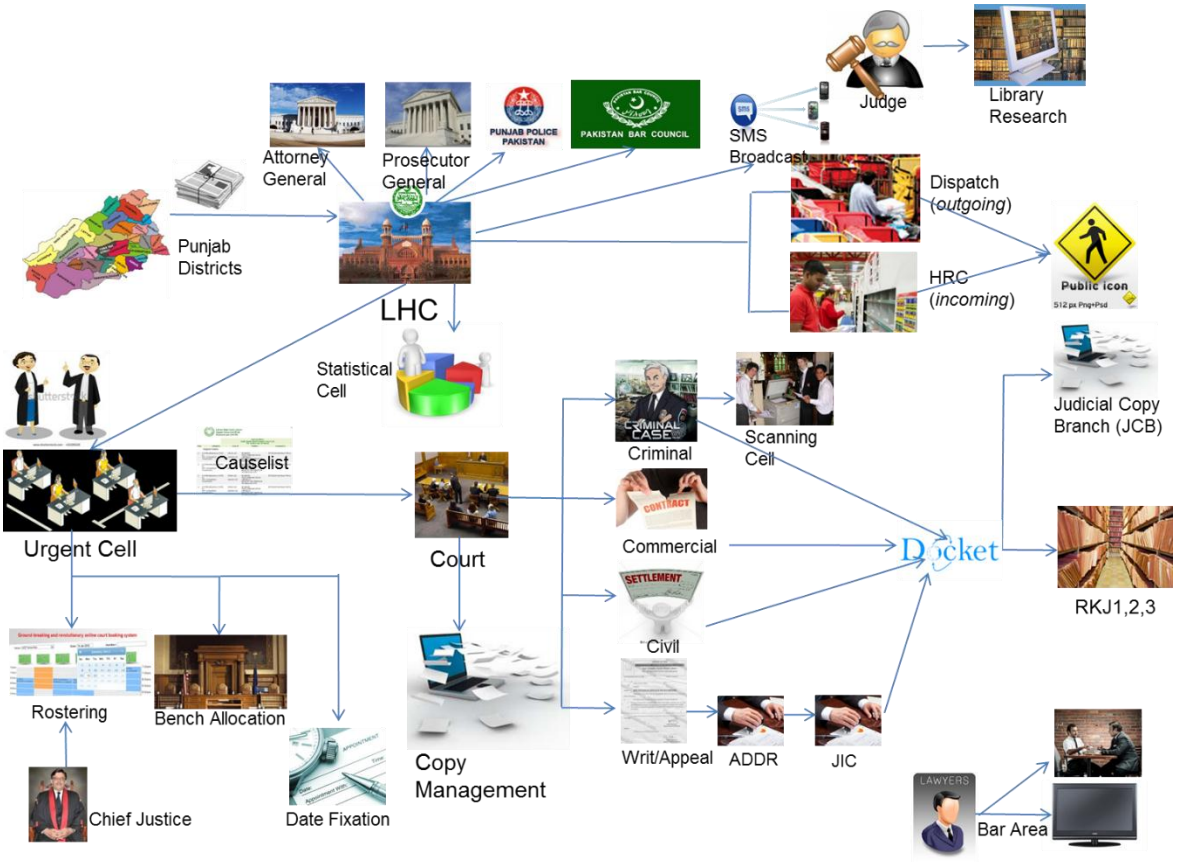



**Figure 1: The Context Diagram**

### 3.3 Key Business Practices/Drivers

The discussions held with key members of PITB and LHC led to the following main design philosophies and drivers:

1. Differentiated and Weighted Rule-Based Case Management
2. Knowledge Driven Based Approach
3. Process re-engineering/ refactoring and role re-design
4. Biz Rules Driven, human and system task management

5. No islands: end-to-end full integration

# 4. Overall Scope

## 4.1 Problem Statement

LHC understands that the court's purposes and its long term vision is to have an effective CFMS. Hence this document is organized around the impact CFMS has on cases and justice. Acceptable court performance is impossible without effective caseflow management.

## 4.2 Key Business Objectives

- Knowledge of the Purposes and Responsibilities of the Courts Processes and how to apply them to CFMS;
- Knowledge of the Court Performances through CFMS, particularly the Expedition and Timeliness and Equality, Fairness, and Integrity Standards;
- Knowledge of the inherent powers of the court, which give LHC the authority to set and enforce rules, including rules designed to improve case processing;
- Knowledge of the adversarial system and the values it supports;
- Knowledge of processes and its relevance to day-to-day caseflow management;
- Knowledge of the independent responsibilities of the 4 branches of LHC and how interactions among the branches impact CFMS, timely pre, trial, and disposition case processing, and the enforcement of court orders.
- Ability to conceive, build, communicate, and implement a clear CFMS so that it is an widely-accepted system;
- Internal in-house skills in developing and using CFMS that flow from LHC-wide perspective;
- Subsequently to inform the public and the justice community about how CFMS improves the quality of justice.
- Ability to link the broad purposes of LHC to the goals of accessible, equal, fair, prompt, and economical resolution of disputes and effective CFMS;
- Knowledge of how the organization, jurisdiction of the LHC impact day-to-day CFMS;
- Knowledge of how core management functions impact CFMS including human resources, information technology, records, and facilities;
- Knowledge of case processing time standards and other CFMS key performance indicators;
- Skill in tying time standards to the number and types of cases that must be processed to meet time to disposition goals for all case types -- by year, month, week, day, and judicial division qualifications;
- Knowledge of basic caseflow axioms and principles such as early and continuous judicial control and how they produce timely and fair dispositions through CFMS for meaningful events;
- Knowledge of all case processing steps, sequences, and dynamics for all case types, including how lawyers, their clients make decisions concerning filing, case processing, and settlement;
- Knowledge of case assignment and scheduling systems and how to set up and manage daily court calendars by judge, type of case and hearing, day of the week, and time of the day (rules edit and deploy);
- Knowledge of differentiated CFMS and its application to all case types;
- Ability to create and maintain a court executive leadership team that effectively addresses CFMS (executive committee);
- Ability to develop effective CFM teams consisting of judges, court staff, and others throughout the CFMS;
- Knowledge of differing leadership styles and skills and how to build CFMS executive teams around judges and court managers with diverse administrative experiences, interests, and capabilities;

- Knowledge of the agencies and individuals, esp. outside the court, with whom the court must work successfully to bring about effective CFMS and their independent CFMS responsibilities and objectives;
- Skill in establishing and maintaining effective working relationships and finding the right balance between oversight of others with independent case management responsibilities, delegating authority to them, and micro-management;
- Knowledge of how to ensure the integrity of judicial orders;
- Ability to maintain effective partnerships among courts, the bar, community groups, and the executive and legislative branches, without a loss of either the required tension between the branches or the adversarial system.
- Ability to forecast and anticipate societal and justice system changes and trends that will impact filings and case processing;
- Knowledge of data needed for both continuous systemic evaluation and day-to-day CFMS, and how to acquire and analyze needed data;
- Skill in using statistics and objective data as well as anecdotal information when assessing CFMS, drawing appropriate conclusions, and differentiating between causes and effects when identifying and diagnosing CFM problems and challenges;
- Knowledge of basic strategic planning techniques including how to use statistics to draw appropriate conclusions about the current status and the future of the court's CFMS;
- Ability to use data to inform and, as appropriate, to influence judges and others about what is and is not working, and to persuade the bench, staff, and justice system partners, when appropriate, of the need to make changes and the feasibility of proposed solutions;
- Knowledge of the change process, how to plan change, and how to apply sound project management principles and techniques to CFMS;

## 4.3 Key Features

The consolidated functional requirements standards are presented as a set of major business functions common to all courts especially LHC. Although the LHC activities do not always proceed in a simple, sequential pattern, the CFMS ordered the major categories to reflect the general flow of cases through the court plus the ancillary, supporting activities and utilities needed to accomplish case processing and management. The consolidated standards model retains this same general order of functional categories common to all case types, while resolving the differences among the individual sets of standards to arrive at 20+ major business functions:

1. Case Institutionalizations
2. Case Proceeding
3. Digitization
4. Record Management
5. Docketing
6. Document Circulation and Tracking
7. Document Dispatch
8. Calendaring
9. Hearings
10. Disposition
11. Order Management
12. Adjournment
13. Post Disposition Compliance and Execution
14. Copy Management
15. Scheduling Roster Sitting
16. Configuration Maintenance, Security, and Integrity

17. Audit Log/Trail
18. Management Reporting
19. Dashboarding
20. External Integrations (Bar Counsel, Promis, NADRA, FBR, SEC)
21. Multiple Channels (iPAD, Android and Web)
22. Rules Base
23. Knowledge Management Based
24. Print and scan (Barcode)

## 4.4 Scope Inclusions

The in-scope inclusions are defined as follows:-

### 4.4.1 Manage Case

The capabilities are focused on the processes associated with the LHC. It is generally divided as follows (not necessarily in sequential order since processes do not):

1. Case Institutionalization – Focus on the activities of case creation in the LHC, it'd broadly cover the 4 judicial branches.

2. Participant – the main actor(s) involved in a case. This aspect links individuals (citizens and non-citizens), lawyer, companies and (ex) parties.

3. Disposition – Decision of the LHC and related to outcomes of a case.

4. Search – to at any time be able to search.

5. Track Case – Ability to search for cases.

6. Compliance – Making sure that case flows are compliant e.g. checklist for rejection, deadlines to be met for document submission, …

7. Reporting and dashboarding – to measure the cases

8. Lifecycle – the lifecycle of a case to support court processes from case institutionalization to disposition to be closely monitored and tracked, with meaningful events such as hearing, order, judgement, adjournment…

### 4.4.2 Calendar

This is an important sub-process inside case management and we provided here key points that are in scope:

1. Schedule – relates to scheduling of court resources to attend to the case

2. Administrative support – relates to the admin functionalities to support 'calendaring' so that the resources are reserved in advance

3. Calendar – The calendar once ascertained to be distributed but it should allow for other maintenance capabilities such as modification, etc. The calendar and schedule also provides for the LHC to make sure relevant information such as eDockets/Dockets are available prior to the activity.

4. Case Events – that in any case events such as dispatch of physical documents e.g. court order etc. are timely and confirmed (and acknowledged).

5. Outcomes – Outcomes are recorded and follow up actions attended to.

6. Notifications – very similar to 5.

### 4.4.3 Entity

These are the main parties involved in the LHC courts. They include

1. Punjab Bar Counsel – for lawyers and their latest up-to-date status

2. NADRA – for NICs of mainly individuals

3. FBR and SEC – for companies

4. Promis and FIR – for police department

5. Lower Courts and Supreme Courts

6. Government Directories – for ministries, statutory boards and agencies (government, quasi government)

7. Others – for foreigners such as passport holders

The system should allow for searchable verifications and confirmations of the entities. The maintenance of some of these entities are external and others could be within the CFMS.

### 4.4.4 Dockets and Records

All physical and electronic records are to be stored, archived and managed. We require an electronic record system to ensure that once the case documents are filed, both physical and electronic copies are stored and archived. In the course of a case lifecycle, more documents can be generated or received which are appended to the docket, the records can also be checked in/out of the system. When the latter happens this is logged and captured so that movements are tracked. This would also imply it is searchable.

### 4.4.5 Admin

There is a wide range of admin services that CFMS will require. These being

I. Configuration Maintenance, Security, and Integrity
II. Audit Log/Trail
III. Management Reporting
IV. Dashboarding
V. External Integrations (Bar Counsel, Promis, NADRA, FBR, SEC)
VI. Multiple Channels (iPAD, Android and Web)
VII. Rules editing
VIII. Database Maintenance
IX. Party(ies) Management
X. Calendar and Roster

## 4.5 Scope Exclusions

The following are not considered

1. Biometric identifications
2. OCR/ICR of paper documents of legacy paper record
3. Backlog Digitization
4. Finance Management

## 5. Subject Areas

The four primary subject areas documented for to-be processes are:

i. Case Institution

ii. Scheduling

iii. Case Proceedings

iv. Circulation of physical documents

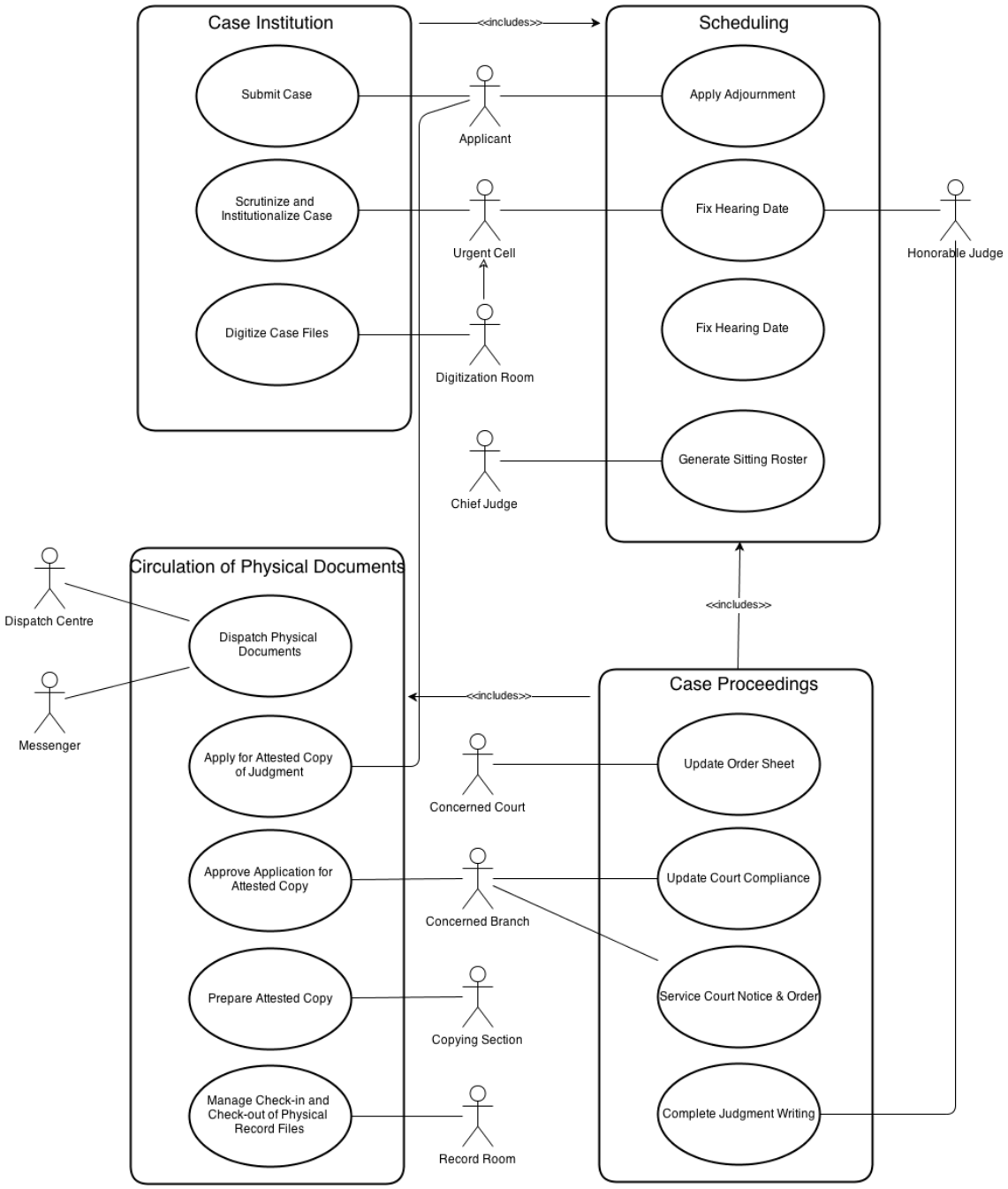


**Figure 2 – Subject Areas**

## 5.1 Case Institution

This includes the case submission and diary process, status of scrutiny, list of objection by Urgent Cell, return status and confirmation status on objection by executive in-charge or court.

## 5.2 Scheduling

Scheduling-related subjects include:

i. Sitting roster: generate tentative schedule of honorable judges sitting at principal seat or benches
ii. Date fixation: the process of deciding the next hearing date of each case
iii. Adjournment: application made by lawyer to adjourn a scheduled hearing
iv. Cause list: generate a schedule of case hearing in the court

## 5.3 Case Proceedings

This subject area includes the activities of keeping track with the latest status and result of case hearing, through electronic update of order sheet, court compliance, and final judgment writing.

## 5.4 Circulation of Physical Documents

This includes application and issuance of attested copy of judgment, copy management and dispatching of case related documents from Court.

# 6. Actors

## 6.1 Overview

The actors of to-be processes are primarily consisting of:

i. Lahore High Court, and its organizational units
ii. CFMS
iii. Applicant (i.e. the lawyer)
iv. External systems, e.g. eBanking, NADRA, PROMIS systems

## 6.2 Actor Diagram

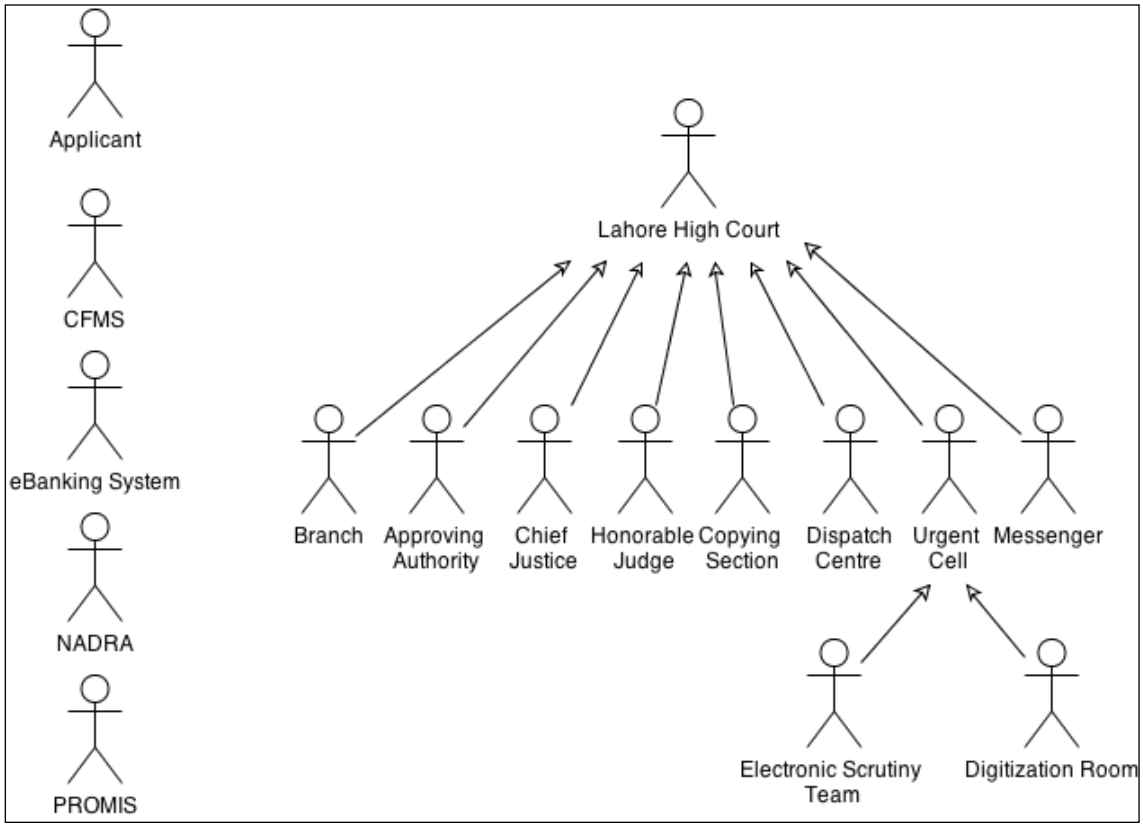



**Figure 3 – Actors**

### 6.2.1 Applicant

| | |
|---|---|
| **Description** | The person who submits a petition. |
| **Aliases** | Advocate<br>Lawyer |
| **Inherits** | None |
| **Actor Type** | Active - Person |
| **Contact Person** | |
| **Contact Details** | |

| | |
|---|---|
| **Protocol** | None |

### 6.2.2 Approving Authority

| | |
|---|---|
| **Description** | A group of approvers in LHC or concerned court |
| **Aliases** | None |
| **Inherits** | Lahore High Court |
| **Actor Type** | Passive - Person |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.3 CFMS

| | |
|---|---|
| **Description** | Case File Management System, referring to the to-be system documented in this document. |
| **Aliases** | None |
| **Inherits** | None |
| **Actor Type** | Active – System |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.4 Chief Justice

| | |
|---|---|
| **Description** | The presiding member of the Lahore High Court. |
| **Aliases** | None |
| **Inherits** | Lahore High Court |
| **Actor Type** | Active – System |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.5 Copying Section

| | |
|---|---|
| **Description** | The organizational unit in-charge of preparation and issuance of attested copy. |
| **Aliases** | None |
| **Inherits** | Lahore High Court |
| **Actor Type** | Passive – Human |
| **Contact Person** | |
| **Contact Details** | |

| | |
|---|---|
| **Protocol** | None |

### 6.2.6 Dispatch Centre

| | |
|---|---|
| **Description** | The organizational unit in-charge of dispatching case related documents. |
| **Aliases** | None |
| **Inherits** | Lahore High Court |
| **Actor Type** | Active – Human |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.7 eBanking System

| | |
|---|---|
| **Description** | A generic term that refers to integratable eBanking facility established by a banking/financial institution. |
| **Aliases** | None |
| **Inherits** | None |
| **Actor Type** | Passive – System |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.8 Electronic Scrutiny Team

| | |
|---|---|
| **Description** | A new role to be created under Urgent Cell, which handles scrutiny of all cases submitted electronically. |
| **Aliases** | None |
| **Inherits** | Urgent Cell |
| **Actor Type** | Passive – System |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.9 Honourable Judge

| | |
|---|---|
| **Description** | An official who presides over court proceedings, either alone or as part of a panel of judges. |
| **Aliases** | None |
| **Inherits** | None |
| **Actor Type** | Active – System |

| | |
|---|---|
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.10 Messenger

| | |
|---|---|
| **Description** | The runner tasked by Dispatch Centre to deliver case related documents to recipient. |
| **Aliases** | None |
| **Inherits** | None |
| **Actor Type** | Passive – Human |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.11 NADRA

| | |
|---|---|
| **Description** | National Database & Registration Authority, Pakistan |
| **Aliases** | None |
| **Inherits** | None |
| **Actor Type** | Passive – System |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | Asynchronous API, such as JSON |

### 6.2.12 PROMIS

| | |
|---|---|
| **Description** | Police Record & Police Information Management System |
| **Aliases** | None |
| **Inherits** | None |
| **Actor Type** | Passive – System |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | Web Service |

### 6.2.13 Urgent Cell Personnel

| | |
|---|---|
| **Description** | The worker at Urgent Cell responsible of scrutinizing a petition according to guidelines, and decide if it can be instituted. |
| **Aliases** | None |
| **Inherits** | Urgent Cell |

| | |
|---|---|
| **Actor Type** | Passive - Person |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

### 6.2.14 Urgent Cell Digitization Room

| | |
|---|---|
| **Description** | The new role at Urgent Cell, to be responsible for completing electronic details of petition instituted at counter. |
| **Aliases** | None |
| **Inherits** | Urgent Cell |
| **Actor Type** | Active – Person |
| **Contact Person** | |
| **Contact Details** | |
| **Protocol** | None |

# 7. BPR

## 7.1 To-Be: Case Institution

In the to-be case institution process, an electronic case institution process is introduced as parallel implementation with the over-the-counter case institution process.

### 7.1.1 Process 1.1.0: Over-the-Counter Case Institution

**Description:**

By aligning to as-is business rules, the to-be over-the-counter case institution process is improved in the following aspects:

i. Validation of NIC number with NADRA
ii. Retrieval of FIR from PROMIS
iii. Avoiding prejudice in case file scrutiny
iv. Digitization of case file

**Actors:**

i. Applicant
ii. Urgent Cell Personnel
iii. CFMS
iv. NADRA
v. PROMIS
vi. Urgent Cell Digitization Room

**Preconditions:**

None

**Biz Process Flow Text:**

1. The over-the-counter case institution process begins with Applicant purchasing stamp duty for court fee payment, from authorized agent.

2. At the Urgent Cell, the applicant will collect a queue number.

3. When it comes to the Applicant's turn, he/she submits petition to Urgent Cell Personnel.

4. Upon receiving petition, the Urgent Cell Personnel will immediately create a new electronic case record in CFMS, with minimal mandatory details, including but not limited to:
   i. Claimant's NIC number
   ii. Advocate's NIC number
   iii. Case category
   iv. FIR number, if applicable

v. Category (Writ, Civil, Criminal and Commercial)
vi. (if applicable) the detailed category or system will provide one
vii. Case type (urgent or motion)
viii. Locality (of case) based on district name

This will ensure that the CFMS is tracking all petitions submitted, regardless of its final institution status, for future analytics and process improvement exercises.

Before a case record is created, the client-side case creation eForm will also asynchronously validate the following fields:

i. Validate claimant's NIC number with NADRA.
   - If the NIC number is found, the person's NIC details will be returned, and automatically populated into the case creation eForm.
   - Otherwise, Urgent Cell Personnel will be prompted with "NIC Not Found", or similar error message. And the electronic case record will not be created.

ii. Validate advocate's NIC number with the list of blacklisted advocates kept in CFMS
   - If the advocate NIC number is listed as blacklisted, electronic case record will not be created.

iii. Validate advocate's NIC number with the Punjab Bar Council
   - If the advocate NIC number is listed as barred, blacklisted, case record will not be created.

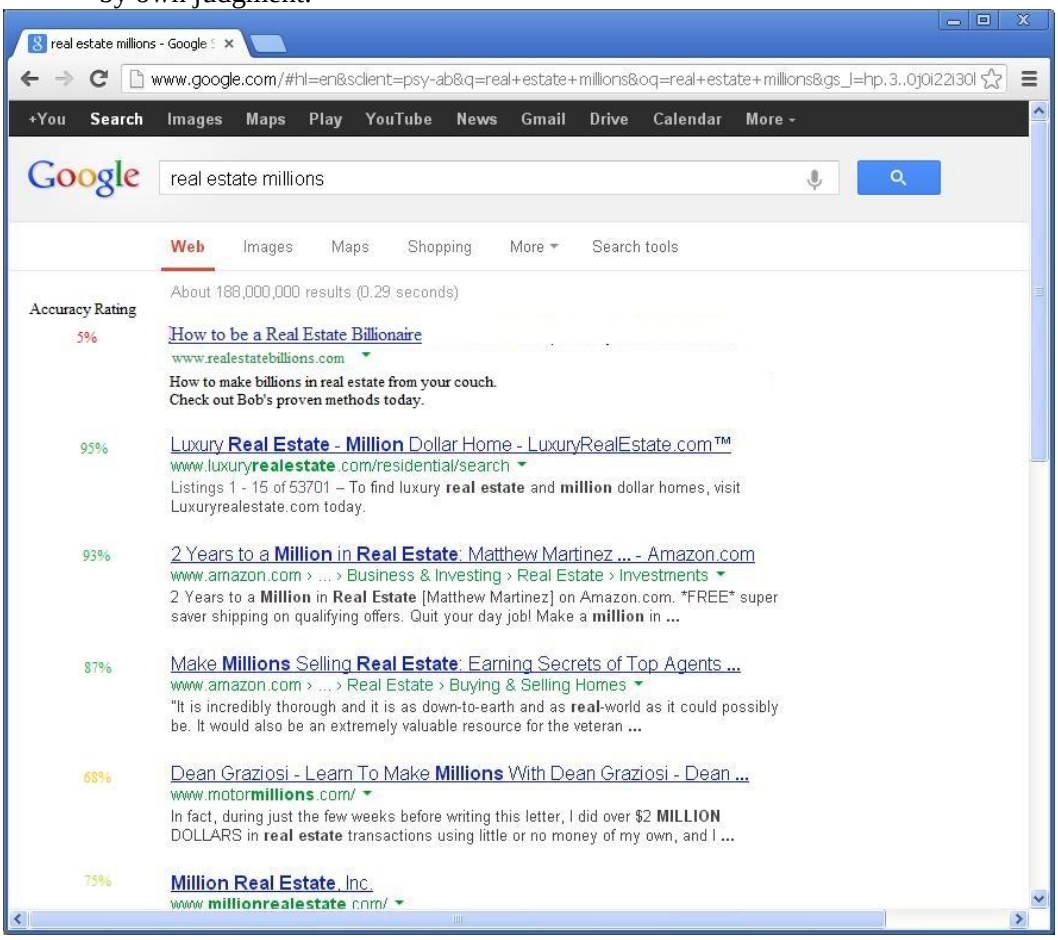
Note: above pt iii. is preferred approach with direct integration with the Punjab Bar Council's Enrolment Management System.

When the case creation eForm passed the validation rules described above, this petition will be created as electronic case record and assigned with temporary diary number.

With regards to the temporary diary number generation, current recommendation is to have a running number generator module that is unique. The algorithm recommended (but not necessary must be mandated) will be a composition of the following:
*DDMMYY+HHMMSS+LOCATION+STAFFID*

5. The CFMS will run a set of rules, to check for any similar existing case related to this petition. An example of such rule is to lookup for combination of the same claimant's NIC number, case category, and FIR number. These rules can be added/refined/removed from CFMS over time.
   - If similar case(s) is/are found from matching patterns, it/they will be shown to Urgent Cell Personnel as part of the intelligence to assist scrutiny process.
   - For the avoidance of duplicity or multiplicity of cases being filed, it is recommended that all cases when filed to the CFMS be indexed (and tagged). The metadata for tagging shall include (but not limited to) additional information as case nature, case brief description, any general information that pertains to the case. The objective is that the search for duplication shouldn't be limited to exact searches of (for e.g.) duplicate CNIC, or names, etc. but rather search should cover information that returns 50% and higher similarities.

The user can then decide to drill on the <100% similarities to see if these were duplicates by own judgment.




6. If this petition has a FIR number, CFMS will attempt to retrieve the identified FIR from PROMIS.
    - If FIR number is found in PROMIS, the FIR document in PDF format will be returned to CFMS, to assist scrutiny process.
    - Else, the Urgent Cell Personnel will carry out scrutiny process according to Standard Operating Procedure.

7. Urgent Cell Personnel will scrutinize this petition according to Objection Sheet/ checklist by marking a tick on each item that has passed compliance check. This measure discourages violation of scrutiny process.
    - If there isn't any objection, Urgent Cell Personnel will allocate a bench type to this case according to bench allocation guidelines. Then, this case will be officially instituted, assigned with a Unique Case Number. Note: Bench allocation in general is "automatic" based on guidelines established such as categories (where specific categories dictate either single or division benches). Especially in cases of Capital involvement in civil cases and punishment in criminal cases also ascertain single bench/ division bench decisions.
    - Else, Urgent Cell Personnel will print the checklist that summarizes objections, for Applicant's reference.
        - If Applicant accepts the objection, he/she will complete missing details, and resubmit the petition.

- Else if Applicant denies the objection, he/she will appeal the objected petition.

8. A case instituted through over-the-counter process, will proceed to *Process 2.2.0: Date Fixing* and *Process 1.1.0: Case File Digitization*.

**Alternative Courses:**

1. In event if the integration linkage to NADRA is down:
    - The submitted petition will be marked as "Unverified NIC".
    - Urgent Cell Personnel will proceed with the scrutiny process by following standard operating procedures.
    - When the integration service is up again, all "Unverified NIC" cases will be automatically verified with NADRA through background scheduled jobs.

2. In event if the integration linkage to PROMIS is down:
    - The submitted petition will be marked as "Pending PROMIS FIR Check".
    - Urgent Cell Personnel will proceed with the scrutiny process by following standard operating procedures.
    - When the integration service is up again, all "Pending PROMIS FIR Check" cases will be automatically queried with PROMIS to retrieve matching FIR documents, through background scheduled jobs.
    - The process of institution stops essentially. All background tasks are only done to help catch up the process when PROMIS is 'up'.
3. In event that CNIC is expired OR Person is deceased
    - No process of NADRA verification is possible
    - Applicant will be marked as "deceased" or "Expired"
    - Case will follow the objection process

**Changes to Business Practices:**

None.

**Constraints:**

None

**Technical Note:**

Both NADRA and PROMIS are external interfaces to the CFMS. Hence it is recommended that to ensure that CFMS can interact with these (and any other external systems) to implement a web-service(s) interface for NADRA and PROMIS. At the point in writing this understanding was noted and agreed.

**Biz Process Diagram:**

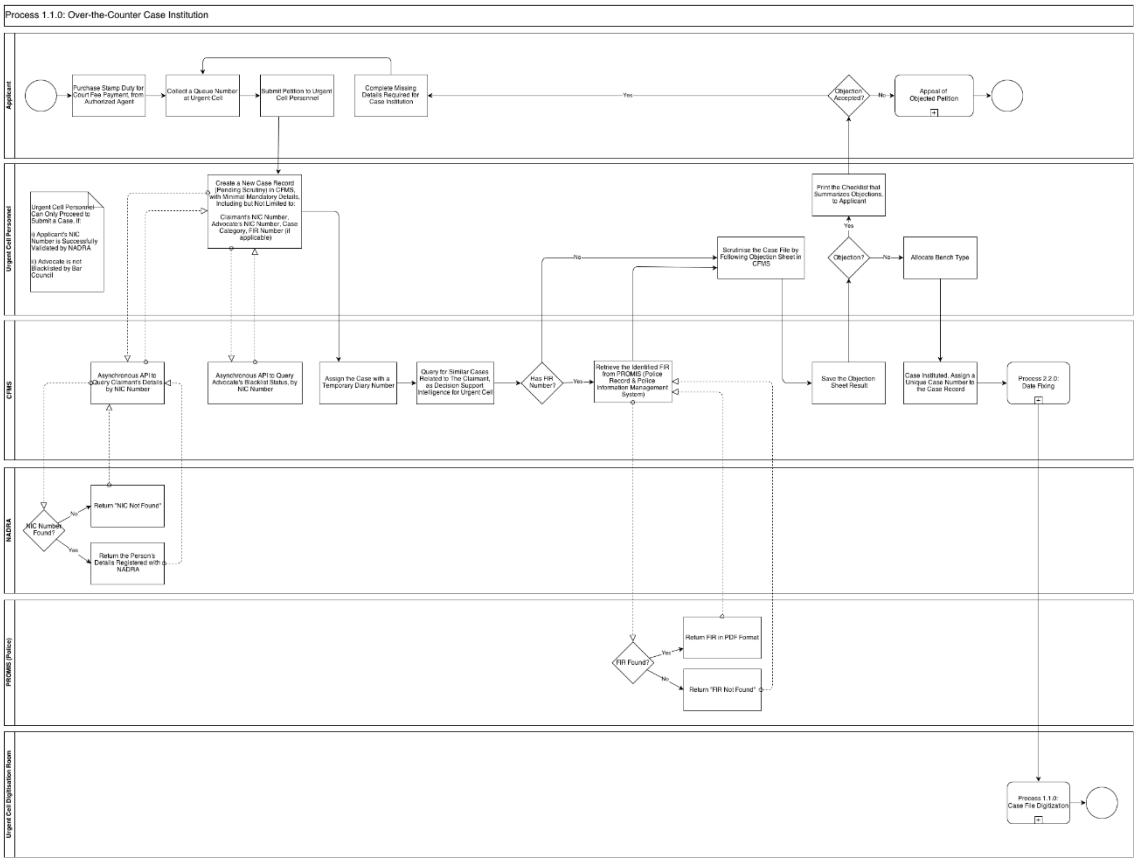



**Figure 4 – OTC Case Institution**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.2 Process 1.1.1: Case File Digitisation

**Description:**

In *Process 1.1.0: Over-the-Counter Case Institution*, an electronic record is created with minimal details for petition instituted at Urgent Cell. The full details of each instituted case will be completed by Urgent Cell Digitisation Room Personnel.

**Actors:**

i. Urgent Cell Digitization Room
ii. CFMS

**Preconditions:**

1. A petition is instituted over the counter at Urgent Cell, as described in *Process 1.1.0: Over-the-Counter Case Institution*.

**Biz Process Flow Text:**

1. Instituted case will be automatically assigned to a Digitisation Room Personnel, whenever he/she has completed the digitisation of another assigned case. This process is inline with the way counter operates.

2. The assignee will complete the instituted case's electronic record with all details found on hardcopy submission. (note: to expedite in completing the case record, options include: -

    i. OCR
    ii. Electronic case document templates are provided to the litigants online. These can be downloaded and pre-populated before submission

    Can be considered to save time. Each option whilst improves efficiencies involves costs and other deployment considerations)

3. And for every supporting document attached, the assignee will scan them into images, attach them to the electronic record. In the background of CFMS, a looping system task will:
    i. Perform OCR (optical character recognition) operation on all newly scanned images, attempt to recognize Roman characters and numbers found, and convert them into text.
    ii. Index the extracted text to support full-text search.

4. Assignee will verify the text extracted from OCR, with the hardcopy supporting documents. If the result is below acceptable quality, assignee will type the text found on hardcopy supporting documents, into electronic case record.

Note: Points 2, 3 and 4 suggest the use of OCR technology. In the case should OCR proves too costly an approach, other techniques for considerations could be finalized. Other mandatory options for case institution to be made available to assignee included:

A. Downloadable templates: litigants can pre-populate the case details prior to case institution using standard template forms downloaded from the website
B. 2 step data entry: The assignee does only the mandatory entries and leaves the rest to the back office to complete.

It is to be noted that OCR is a preferable technology of choice all else not being a concern and other alternatives are not without demerits also.

**Alternative Courses:**

1. For cases with below-the-mark OCR result:
    - The Urgent Cell Digitisation Room Personnel will have to type the supporting document text into the electronic case record in CFMS.

**Changes to Business Practices:**

1. A new role will have to be introduced to Urgent Cell team – Digitisation Room. Instead of being customer-facing, the Digitisation Room Personnel is a backend role, to support Urgent Cell counters with instituted cases.

**Constraints:**

None

**Biz Process Diagram:**

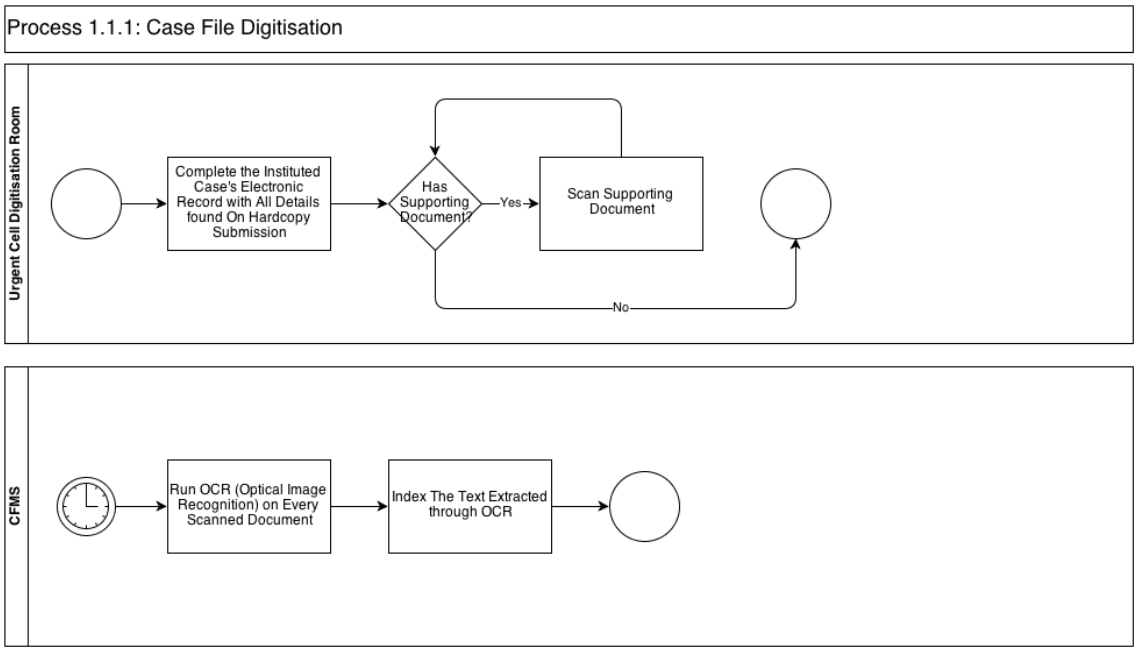



**Figure 5 – Case Digitization**

**Questions:**

None

**Notes:**

1. To prevent Digitisation Room Personnel from taking advantage on the auto assignment process, a performance report should be generated, to summarize the mod, median, min time taken by each personnel to complete the digitisation for a case. These reports should take into account, the business hours, to avoid skewed analysis resulted from cases submitting during non-working hours.

**Authors:**

Tiensoon

**Source Documents:**

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.3 Process 1.2.0: Electronic Case Institution

**Description:**

Electronic case institution is one of the primary new processes introduced to the to-be CFMS, aiming at reducing number of petitions filed through Urgent Cell counter, improving efficiency with self-service electronic system.

**Actors:**

i. Applicant
ii. CFMS
iii. NADRA
iv. PROMIS

**Preconditions:**

None

**Biz Process Flow Text:**

1. Applicant visits LHC website, and login to the secured eCourt system. If Applicant doesn't have a registered eCourt account, he/she will sign-up with the eCourt system, with compulsory email address verification as part of activation process.

2. Applicant submits petition by filling up all mandatory details, and upload relevant attachment files.

   Before a case record is created, the client-side case submission eForm will also asynchronously validate the following fields:

   i. Validate claimant's NIC number with NADRA.
      - If the NIC number is found, the person's NIC details will be returned, and automatically populated into the case submission eForm.
      - Otherwise, Applicant will be prompted with "NIC Not Found", or similar error message, and denied from proceeding to the next step.

   ii. Validate advocate's NIC number with the list of blacklisted advocates kept in CFMS
      - If the advocate NIC number is listed as blacklisted, Applicant will be denied from proceeding to the next step.

3. If this petition has a FIR number, CFMS will attempt to retrieve the identified FIR from PROMIS.
   - If FIR number is found in PROMIS, the FIR document in PDF format will be returned to CFMS, to assist scrutiny process.

- Else, Applicant will be prompted with "NIC Not Found", or similar error message, and advised to attach a scanned copy of the FIR.

4. The CFMS will run a set of rules, to check for any similar existing case related to this petition. An example of such rule is to lookup for combination of the same claimant's NIC number, case category, and FIR number. These rules can be added/refined/removed from CFMS over time.
    - If similar case(s) is/are found from matching patterns, it/they will be shown to alert the Applicant. Applicant will have to either:
        - Declare that none of the listed cases is related to this petition. Even so, the matching similar cases found will still be listed to support scrutiny process.
        - Cancel the submission.

5. Applicable court fee will be shown, and Applicant will select a supported payment method.
    - *Process 1.2.2: Stamp Duty*
    - *Process 1.2.3: Branchless Banking Agent / Bank Branch*
    - *Process 1.2.4: eBanking*

6. When the applicable court fee is paid, the pending-scrutiny electronic case record will be assigned a temporary diary number. Summary of the submitted case and payment details will also be shown, for Applicant's reference. This case record will always be retrievable and accessible by Applicant, in CFMS.

   Otherwise if payment failed, the pending-payment electronic case record will be assigned a temporary diary number, and Applicant will have an option to revisit the payment step, to complete the submission process.

7. The submitted pending-scrutiny (court fee paid) case will go through an electronic scrutiny process documented in *Process 1.2.1: Scrutiny of Electronic Case Record*.
    - If there isn't any objection, this case will be officially instituted, assigned with a Unique Case Number. Applicant will be updated on the instituted case via email notification.
    - Else, Applicant will be updated on the objected case and checklist details via email notification.
        - If Applicant accepts the objection, he/she will complete missing details, and resubmit the petition.
        - Else if Applicant denies the objection, he/she will appeal the objected petition.

8. A case instituted through over-the-counter process, will proceed to *Process 2.2.0: Date Fixing*.

**Alternative Courses:**

1. In event if the integration linkage to NADRA is down:
    - There is no alternative course. A petition can only be submitted online, if the claimant's NIC number is verified. Hence the process will be stopped.

2. In event if the integration linkage to PROMIS is down:

- There is no alternative course. The process will be stopped.

**Changes to Business Practices:**

1. In addition to accepting petitions through hardcopy submission at Urgent Cell counter, the scope of CFMS and automations will be broaden to cater for electronic self-service submission.

**Constraints:**

None

**Biz Process Diagram:**

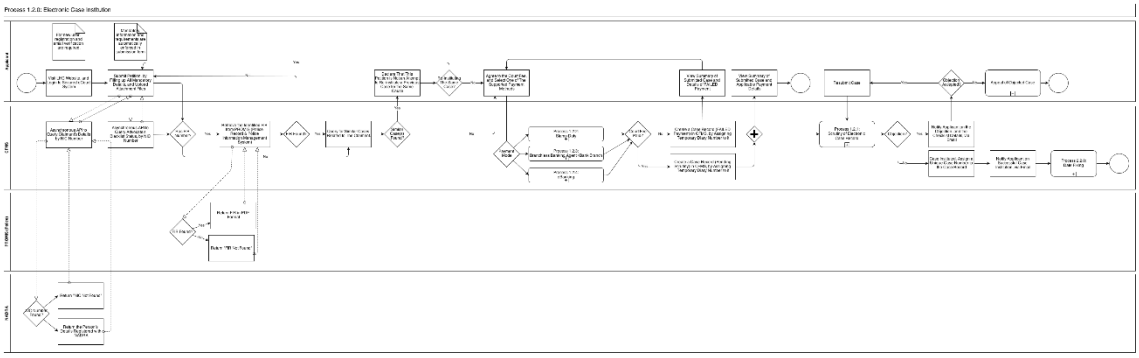


**Figure 6 – eCase Digitization**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.4 Process 1.2.1: Scrutiny of Electronic Case Record

**Description:**

This process is part of *Process 1.2.0: Electronic Case Institution*, to scrutinize cases submitted electronically.

**Actors:**

i. CFMS
ii. Electronic Scrutiny Team

**Preconditions:**

1. A case submitted electronically through *Process 1.2.0: Electronic Case Institution*, and applicable court fee is paid.

**Biz Process Flow Text:**

1. A submitted pending-scrutiny case will be automatically assigned to a Electronic Scrutiny Team Member, whenever he/she has completed the scrutiny of another assigned case. This process is inline with the way counter operates.

2. Assignee will scrutinize this petition according to Objection Sheet/ checklist by marking a tick on each item that has passed compliance check. This measure discourages violation of scrutiny process.
    - If there isn't any objection, Urgent Cell Personnel will allocate a bench type to this case according to bench allocation guidelines. Objection sheet result will be saved into CFMS, and proceed to case institution activities.
    - Else, Objection sheet result will be saved into CFMS, and proceed to update Applicant on the details of objections.

**Alternative Courses:**

None

**Changes to Business Practices:**

1. A new role/job function has to be created under Urgent Cell, to handle scrutiny of cases submitted electronically.

**Constraints:**

None

**Biz Process Diagram:**

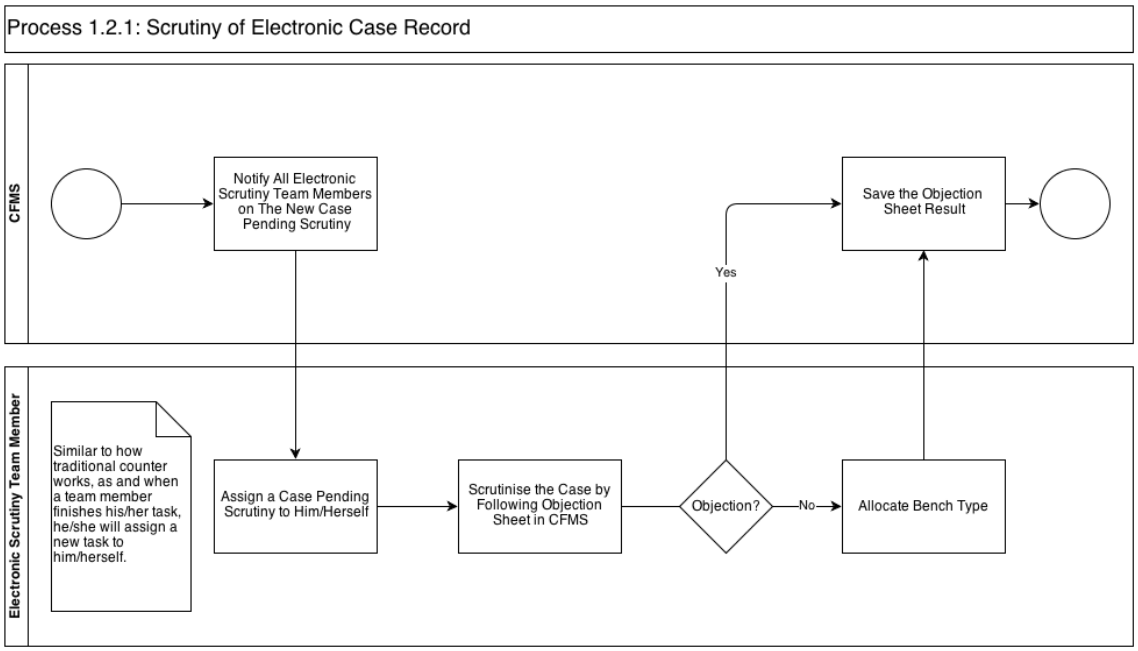



**Figure 7 – Case Scrutiny**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.5 Process 1.2.2: Payment Method to Facilitate Electronic Case Institution – Stamp Duty

**Description:**

This method is the current practice serving court fee payment.

**Actors:**

i. Applicant
ii. CFMS

**Preconditions:**

1. A petition in the submission process, which has passed form field validations, e.g. validated claimant's NIC number, non-blacklisted advocate, and mandatory details.

**Biz Process Flow Text:**

1. Applicant who intends to use stamp duty as payment method, will purchase the required amount of stamp duty from authorized agent before case submission.

2. After selecting "Stamp Duty" as payment method, Applicant will:
    - Enter serial number printed on Stamp Duty
    - Upload digital copy of the Stamp Duty receipt, either by scanned, or photographed.

3. CFMS will then check if the Stamp Duty serial number is already associated to/used by an existing case record.
    - If the serial number is new, then successful payment status will be returned to *Process 1.2.0: Electronic Case Institution*.
    - Else if the serial number has been used, then failed payment status will be returned to *Process 1.2.0: Electronic Case Institution*.

**Alternative Courses:**

- *Process 1.2.3: Branchless Banking Agent / Bank Branch*
- *Process 1.2.4: eBanking*

**Changes to Business Practices:**

None

**Constraints:**

None

**Biz Process Diagram:**

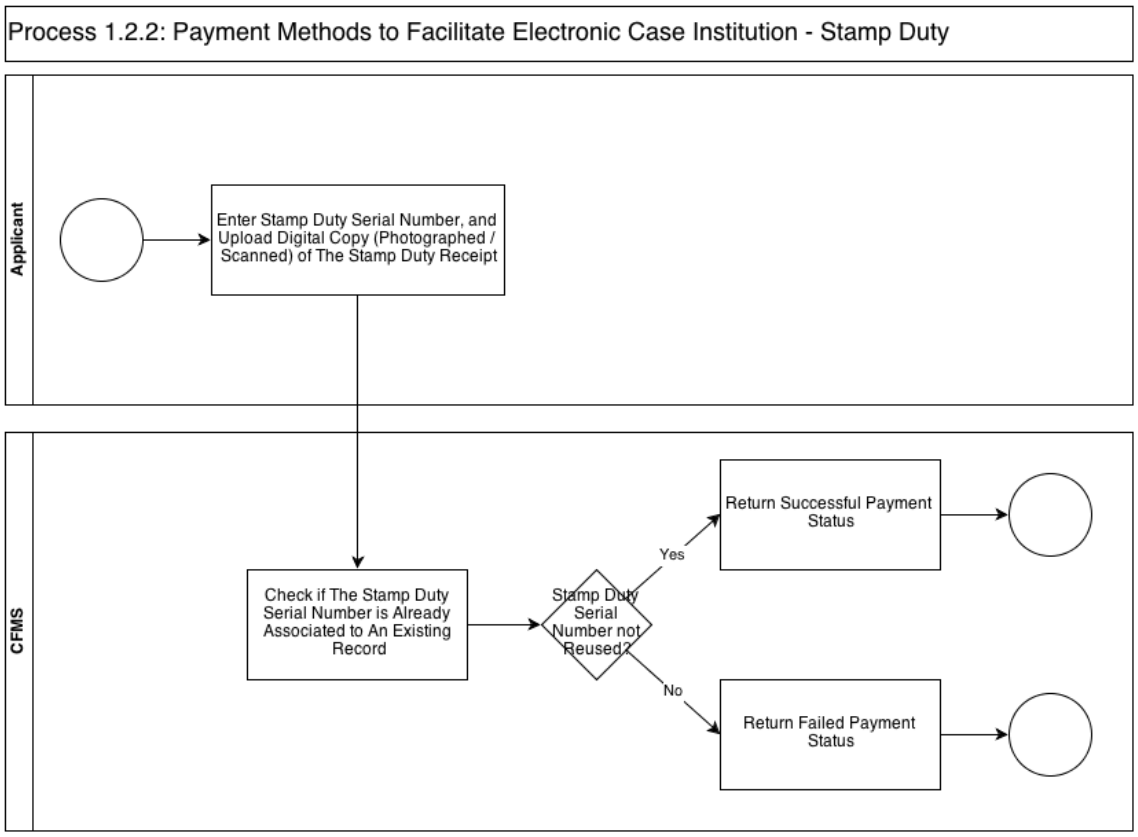



**Figure 8 – Payment Methods: Stamp Duty**

**Questions:**

None

**Notes:**

1. Forgery of Stamp Duty is possible.

**Authors:**

Tiensoon

**Source Documents:**

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.6 Process 1.2.3: Payment Method to Facilitate Electronic Case Institution – Branchless Banking Agent or Bank Branch

**Description:**

This payment method is utilizing the rich existing network of bank branches and branchless banking agents already established in Pakistan.

**Actors:**

i. Applicant
ii. CFMS

**Preconditions:**

1. A petition in the submission process, which has passed form field validations, e.g. validated claimant's NIC number, non-blacklisted advocate, and mandatory details.

**Biz Process Flow Text:**

1. Applicant will pay court fee to LHC, at its designated beneficiary bank account, through bank branch, or branchless banking agent.

   The payment receipt numbers will be reconciled from the appointed bank to CFMS via sFTP, daily at 12am midnight and 12pm noon. The reconciliation operations should be targeted to complete in 30 minutes.

   - For court fee paid between 12am midnight and 12pm noon, Applicant is advised to submit petition after 12.30pm noon.
   - For court fee paid between 12pm noon and 12am midnight, Applicant is advised to submit petition after 12.30am midnight.

2. After selecting "Bank Branch/ Branchless Banking" as payment method, Applicant will enter the payment receipt number into CFMS.

3. CFMS will then check if the payment receipt number matches any payment record reconciled from bank, and whether the receipt number is already associated to/used by an existing case record.
    - If the serial number is valid, then successful payment status will be returned to *Process 1.2.0: Electronic Case Institution*.
    - Otherwise, then failed payment status will be returned to *Process 1.2.0: Electronic Case Institution*.

**Alternative Courses:**

- *Process 1.2.2: Stamp Duty*
- *Process 1.2.4: eBanking*

**Changes to Business Practices:**

1. Necessary policies and legislative framework will have to be revised, to allow LHC to receive court fee through banking account with appointed bank.
2. A joint-effort will have to be agreed with the appointed bank, for the bank to reconcile all transactions paid to LHC's beneficiary account, twice a day, and upload them in agreed format, to CFMS. (This approach is practiced by US Embassy with Standard Chartered Bank, in many countries).

**Constraints:**

None

**Biz Process Diagram:**

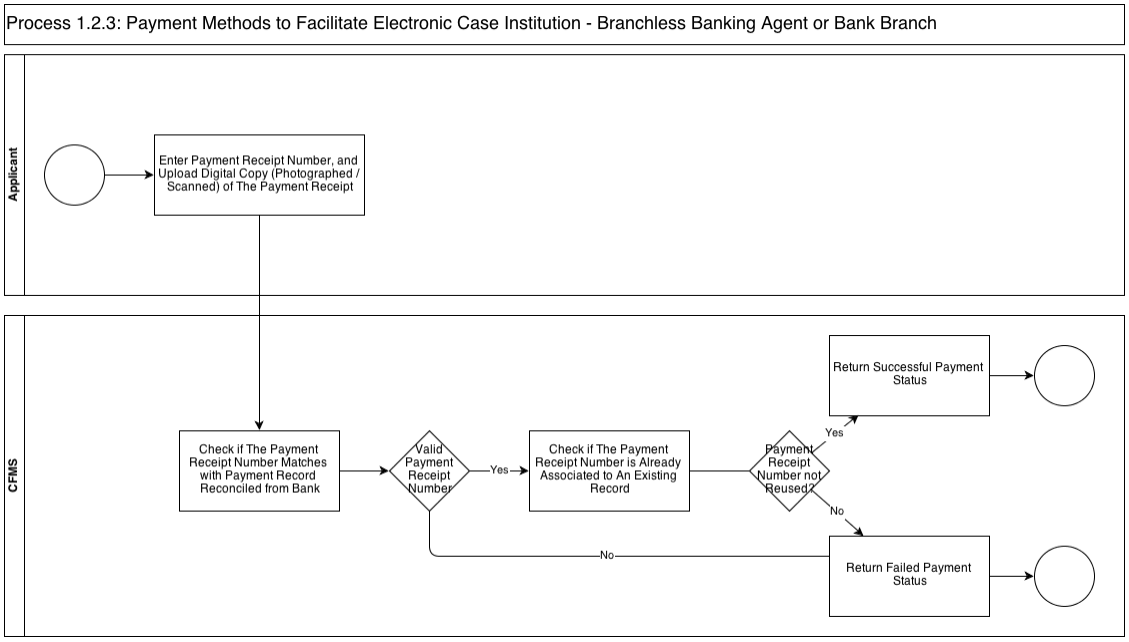



**Figure 9 – Payment Method: Branchless Banking**

**Questions:**

None

**Notes:**

1. Concern on forgery of payment receipt is eliminated.
2. Applicant will need to be aware of the earliest possible time for electronic case submission, after court fee is paid. For example, if payment is made at 9am, Applicant can only electronically submit the case after 12.30pm noon on the same day.

**Authors:**

Tiensoon

**Source Documents:**

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.7 Process 1.2.4: Payment Method to Facilitate Electronic Case Institution – eBanking

**Description:**

This is the most seamless and real-time payment method for online facility, but also poses the highest degree of system complexity and requires readiness of online banking infrastructure.

**Actors:**

i. Applicant
ii. CFMS
iii. eBanking System

**Preconditions:**

1. A petition in the submission process, which has passed form field validations, e.g. validated claimant's NIC number, non-blacklisted advocate, and mandatory details.

**Biz Process Flow Text:**

1. After selecting “eBanking” as payment method, Applicant will be routed to eBanking Service of the selected bank.

2. The designated eBanking System will redirect Applicant to the eBanking Login.

3. Upon successful login, Applicant will request for OTP (One-Time Password) through the eBanking system. The OTP will be sent by eBanking system, to Applicant’s registered mobile phone number as SMS.

   OTP serves as an implementation of 2-phase authentication for added security measure.

4. Applicant enters the OTP received in SMS, into CFMS.

5. eBanking System will then validate the OTP.
   - If OTP is successfully validated, the agreed court fee amount will be debited from Applicant’s bank account. Then, successful payment status will be returned to *Process 1.2.0: Electronic Case Institution*.
   - Otherwise, then failed payment status will be returned to *Process 1.2.0: Electronic Case Institution*.

**Alternative Courses:**

- *Process 1.2.2: Stamp Duty*
- *Process 1.2.3: Branchless Banking Agent / Bank Branch*

**Changes to Business Practices:**

1. Necessary policies and legislative framework will have to be revised, to allow LHC to receive court fee through banking account with appointed bank.
2. eBanking facility must be established by the appointed bank.
3. Cross-system payment integration must be supported by the appointed bank’s infrastructure.

**Constraints:**

1. Establishment of eBanking facility is not within the scope of CFMS. CFMS will on the other hand, be relying on eBanking integration services established by the appointed bank.

**Biz Process Diagram:**

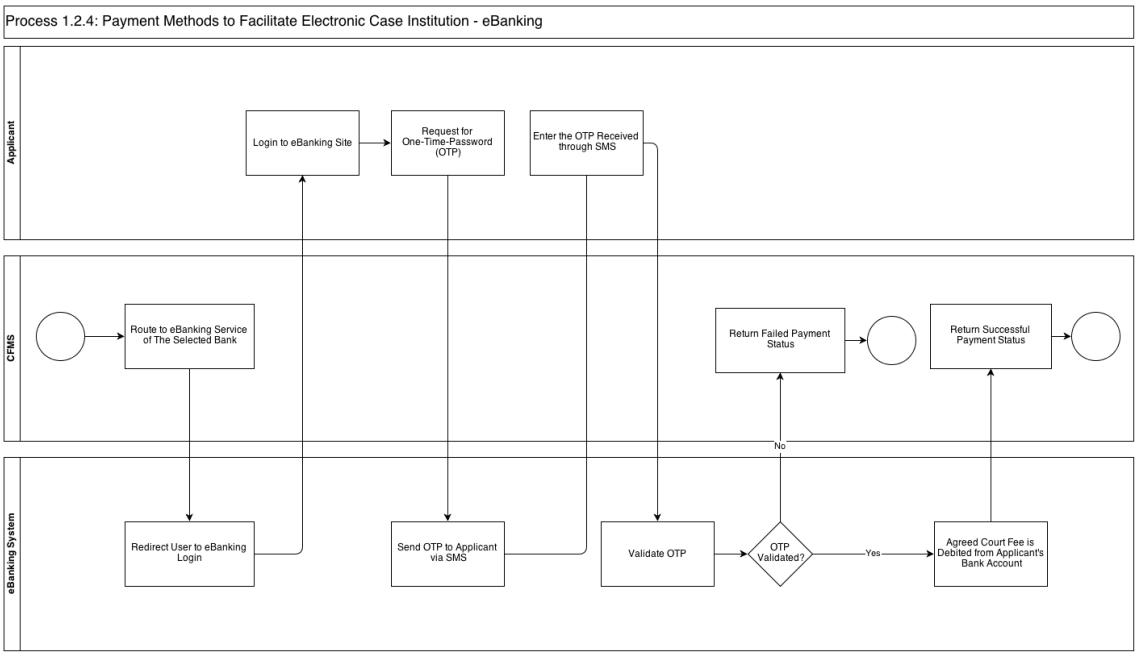



**Figure 10 – eBanking**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.1.8 Case Number Format

Case number could be barcoded on the folder and electronically generated with:

i. where it is filed (LHC, Multan… - each is given a unique #)
ii. when it is filed (DDMMYY, HH:MM - Date/Time Stamp)
iii. Case genre (Civil, Criminal... - we'll adhere to current numbering if possible)
iv. StaffID

With regards to case number generation, current recommendation is to have a running number generator module that is unique. The algorithm recommended (but not necessary must be mandated) will be a composition of the following: *DDMMYY+HHMMSS+GENRE+LOCATION+STAFFID or any order*

However do note that each vendor can always recommend a unique approach to the implementation of case number.

## 7.2 To-Be: Scheduling

In the to-be scheduling processes:

i. Sitting roster is automatically generated
ii. Date fixing is assisted by calendaring system to improve certainty of trial date
iii. Activities are updated electronically throughout hearing processes
iv. Adjournment is submitted and processed electronically.

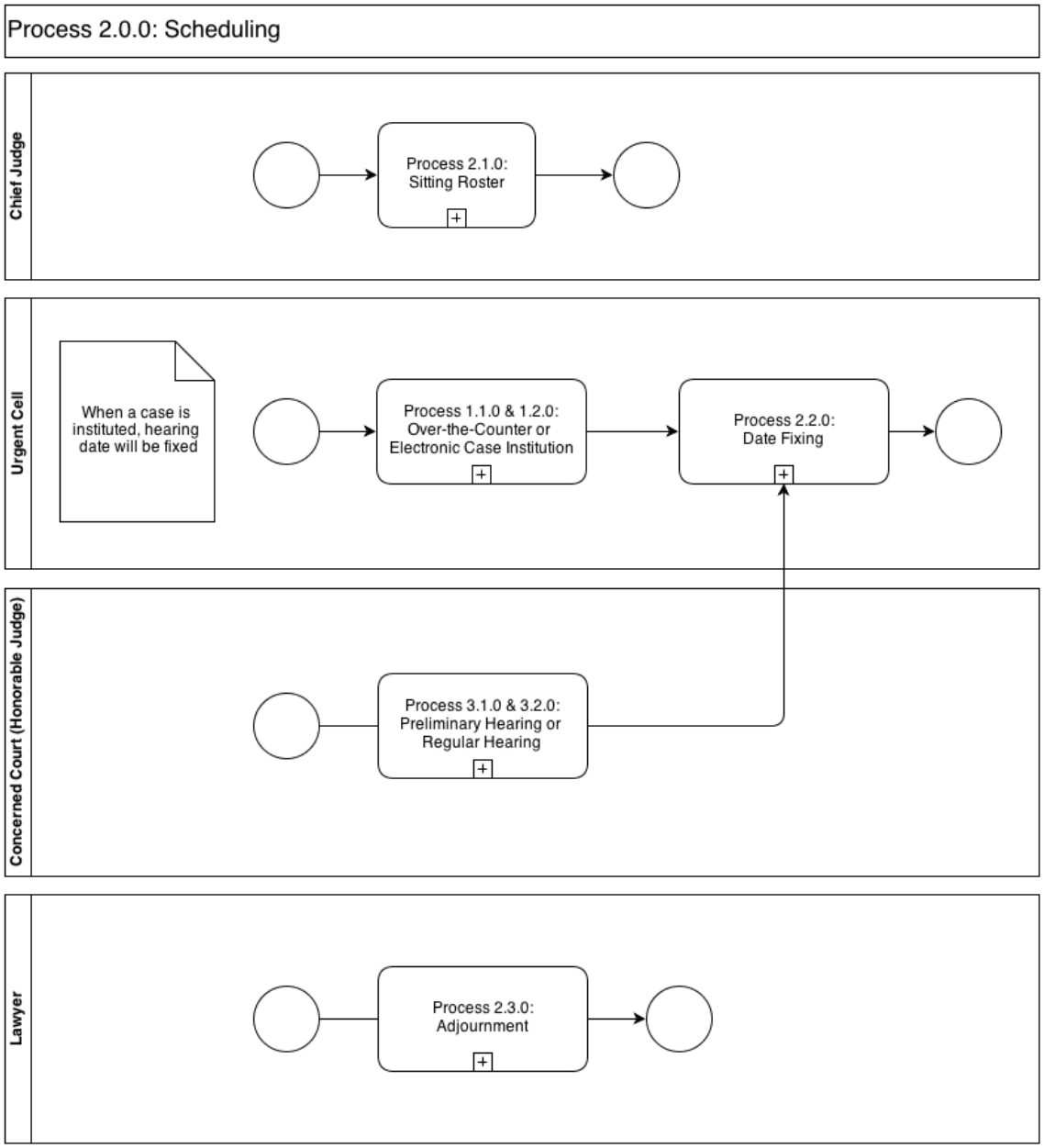



**Figure 11 – Scheduling**

### 7.2.1 Process 2.1.0: Sitting Roster

**Description:**

Sitting roster is the tentative schedule of honorable judges sitting at principal seat or benches. Roster also provides the information about bench constitution – who will sit in which bench. The to-be CFMS provides sitting roster generator facility, enabling Chief Justice to generate sitting roster through automated rules in shorter time. Sitting roster will further be used in fixation of particular case with specific court.

**Actors:**

i. CFMS
ii. Chief Justice

**Preconditions:**

1. In CFMS, part of the master data setup module is to configure judge's area of specialization. For example, Justice *A* may be assigned to benches for civil, tax, banking matters, but not murder reference. This information is used by CFMS to tabulate bench constitution.
2. CFMS also maintains a calendar of judge's availability. Examples of unavailability are:
    - Scheduled hearing session
    - Approved time-off, such as leave or special research
3. CFMS also takes into account the nature and number of cases pending at different locations and judges (with their relevant strengths) at each location. This is to find the best fit for cases to judges.

**Biz Process Flow Text:**

1. Chief Justice initiates to generate sitting roster by clicking on the designated module function, and select the time frame of roster to be tabled.

2. CFMS will retrieve case categories and bench types scheduled for the selected time frame. Optionally, Chief Justice can specify any other additional case categories and bench types to be to be included into the roster.

3. CFMS will:
    i. Get judges who are responsible for each case category and bench type.
    ii. Filter out matching judges who are not available in the selected time frame.
    iii. Tabulate a suggested sitting roster.

4. Chief Justice will review the suggested sitting roster, and make any necessary amendment onto the roster, if needed, and save the sitting roster.

5. CFMS will notify all judges on the new sitting roster, via email.

**Alternative Courses:**

None

**Changes to Business Practices:**

None

**Constraints:**

None

**Biz Process Diagram:**

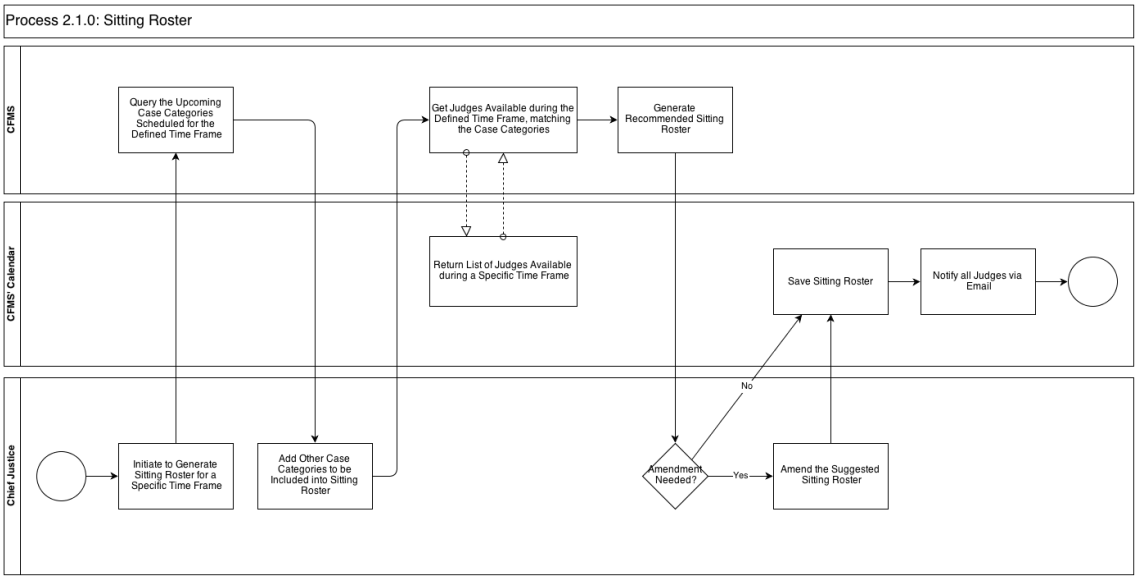



**Figure 12 – Sitting Roster**

**Questions:**

None

**Notes:**

1. There should be an API published by CFMS, to return the latest sitting roster available in CFMS. This API can be consumed by any third party application, or LHC website, to publish sitting roster.

2. Example of a sitting roster:

| | | |
|---|---|---|
| **Division Benches** | | |
| DB-I | The Hon'ble Chief Justice<br>Mr. Justice Shehzada Mazhar | All Matters |
| DB-II | Mr. Justice Nasir Saeed Sheikh<br>Mr. Justice Shahid Waheed | All Civil Matters |
| DB-II | Mr. Justice Kh. Imtiaz Ahmad<br>Mr. Justice Muhammad Khalid Mehmood Khan | All Matters including NAB & Narcotics |
| DB-IV | Mr. Justice Mazhar Iqbal Sidhu<br>Mr. Justice Syed Muhammad Kazim Raza Shamsi | Spl. D.B. Murder Reference, Connected Appeals / Revisions etc. |
| DB-V | Mr. Justice Mehmood Maqbool Bajwa<br>Mr. Justice Shoaib Saeed | All Civil Matters |
| **Special Bench Civil** | | |
| 1 | Mr. Justice Nasir Saeed Sheikh | Special Bench Civil-I |
| 2 | Mr. Justice Mehmood Maqbool Bajwa | Special Bench Civil-III. |
| 3 | Mr. Justice Shujaat Ali Khan | Special Bench Civil-IV |
| 4 | Mr. Justice Shahid Waheed | Special Bench Civil-II |
| **Special Bench Criminal** | | |
| 1 | Mr. Justice Muhammad Yawar Ali | Special Bench Criminal-II |
| 2 | Mr. Justice Mazhar Iqbal Sidhu | Special Bench Criminal-I |
| 3 | Mr. Justice Syed Muhammad Kazim Raza Shamsi | Special Bench Criminal-III |
| **Special Bench Rent & Family Cases** | | |
| 1 | Mr. Justice Muhammad Khalid Mehmood Khan | Special Bench Rent & Family Cases |
| **Single Benches** | | |
| 1 | The Hon'ble Chief Justice | |
| 2 | Mr. Justice Nasir Saeed Sheikh | |
| 3 | Mr. Justice Sh. Najam ul Hassan | |
| 4 | Mr. Justice Kh. Imtiaz Ahmad | |
| 5 | Mr. Justice Manzoor Ahmad Malik | |
| 6 | Mr. Justice Sardar Tariq Masood | |

**Figure 13 – Example Sitting Roster**

3. Example of availability calendar personalized to a judge:

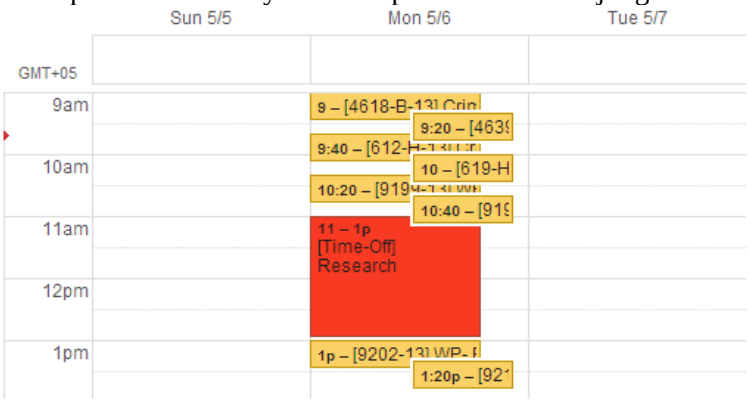
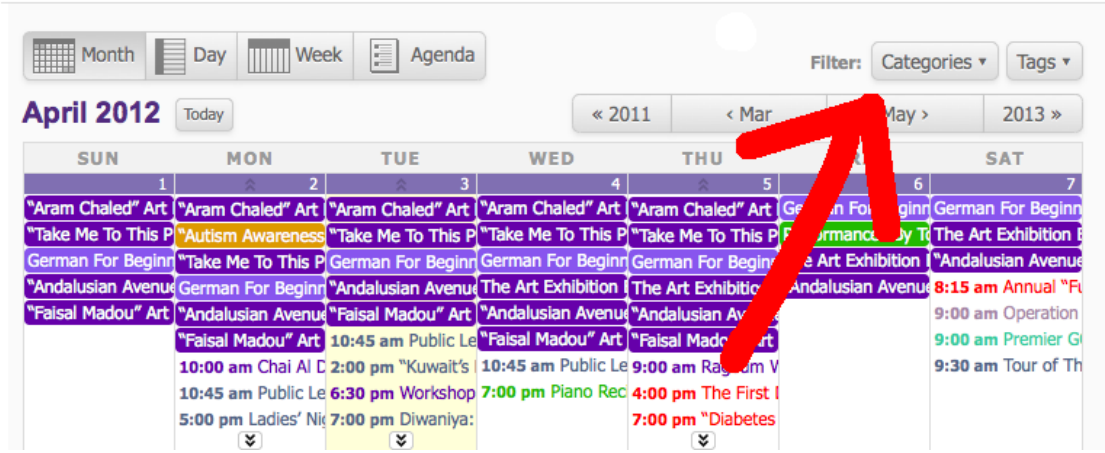



**Figure 14 – Personalized Calendar**

In the event that the calendar appears overly crowded due to numerous cases fixed on certain occasions, filters and sorts are provided (see below) so that the Judge can wade through the calendar easily. Filter criteria can include (not limited) to Category, Sub-Category, Case Nature… user definable criteria are also permitted.




**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.2.2 Process 2.2.0: Date Fixing

**Description:**

Date fixation process involves deciding the next hearing date of each case. CFMS adopts the resource booking timetable concept for to-be date fixing, where by, capacity of each resource is known and shouldn't be booked beyond availability. Examples of resource in this context:

i. Hearing session that matches the required bench. For example, if preliminary hearing of single bench rent & family cases is configured with 15 minutes for each period, there will be 4 available sessions for this type case, in every hour.
ii. Advocate's availability. If Advocate *A* has a case hearing scheduled, CFMS will not suggest the same date and period for another case he/she is representing.
iii. Number of court rooms available.

**Actors:**

i. Urgent Cell
ii. CFMS

iii. Honorable Judge

**Preconditions:**

1. A fresh case instituted from *Process 1.1.0: Over-the-Counter Case Institution*, or *Process 1.2.0: Electronic Case Institution.*
2. Or, a case that is to be reheard for preliminary hearing, as described in *Process 3.1.0: Preliminary Hearing.*
3. Or, a case that is to be reheard for regular hearing, as described in *Process 3.2.0: Regular Hearing.*

**Biz Process Flow Text:**

1. For a fresh case:
    i. When an instituted case is assigned with case number, Urgent Cell will allocate bench type to the case, following by date fixing.

    ii. CFMS supports Urgent Cell with hearing date suggestion, by automating business rules/constraints/factors into the formation, for examples:
        - Urgency: Cases that fulfilled criteria as "urgent case" will be heard within *X* days from date of institution; otherwise, the earliest schedule is *X* days after date of institution. *X* is configurable.
        - Case category, and bench type allocated
        - Open hearing periods matching the case category and bench type requirement
        - Advocate's availability
        - Related judge: If one of the involving parties has a previous case within the same category heard by Judge *A*, date fixing mechanism can prioritize the same judge.

    iii. The available hearing sessions are tabulated on a calendar in timetable format, and Urgent Cell Personnel should only choose one of the available sessions. This will ensure that a booked hearing session (resource) is not available for another case, and will tremendously improve the certainty of trial date.

2. For a case that is to be reheard for preliminary hearing, or a case to be heard with regular hearing:
    i. Hearing date can either be set by Honorable Judge during case proceeding or the concerned court. Either way, CFMS will assist by tabulating suggested hearing date based on business rules/constraints/factors configured in CFMS (examples are described in 1.ii above).

**Alternative Courses:**

None

**Changes to Business Practices:**

1. LHC needs to consider revising the definition of "urgent case", to avoid abuse that ultimately resulting to clashes of hearing date being a day-to-day norm in the court. It is also to be noted that urgency based on case category may not fully applicable as there are categories in which some cases of urgent nature and some are ordinary matters within same category. For current context:
    i. Default is non-urgent case unless manually intervened
    ii. Each legal branch to work on each category (and subcategory) what rules help define the case as urgent. For e.g. criminal case involving death penalty is a rule and hence demands urgent attention
    iii. ~~Introducing higher court fee for cases to be heard urgently~~
2. LHC should also consider adjusting the earliest hearing date for non-urgent cases, from 2 days after date of institution, to at least 3 days after institution date. This is to allocate adequate free hearing sessions for urgent cases, and eliminate the issue of clashes in scheduled session.

**Constraints:**

None

**Biz Process Diagram:**

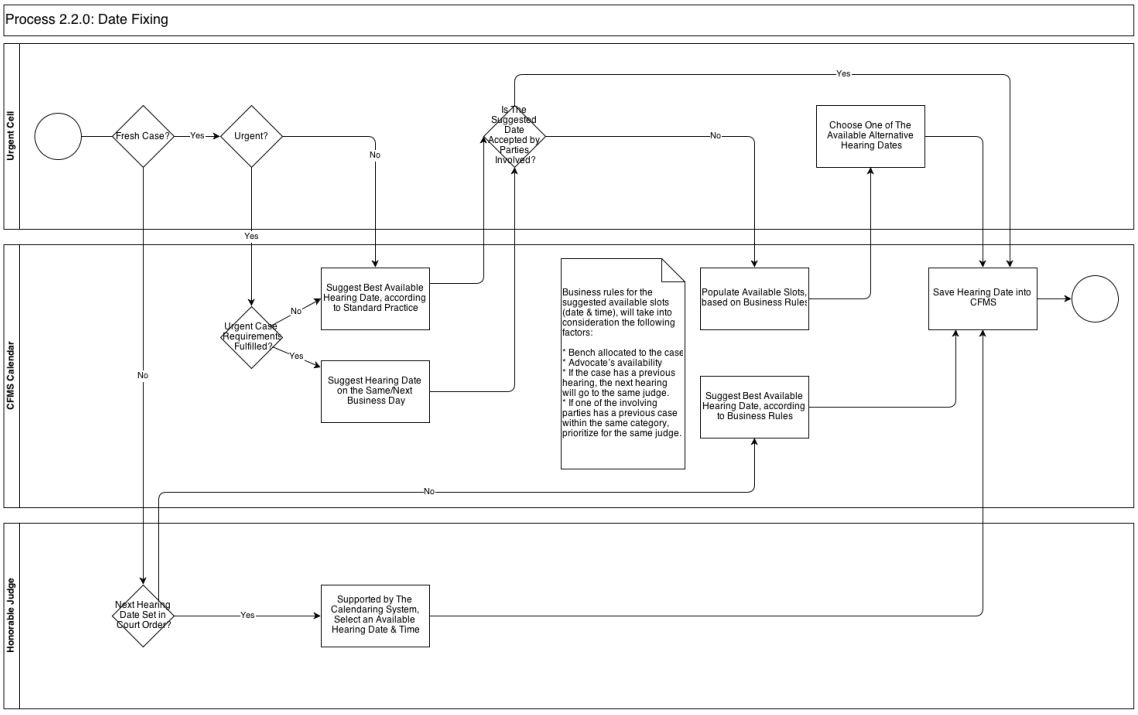



**Figure 15 – Date Fixing**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.2.3 Process 2.3.0: Adjournment

**Description:**

If the hearing date of any case (Motion/Notice) is fixed and the lawyer of applicant/respondent is unavailable due to illness or any other reason, the lawyer can take adjournment by the respective court.

**Actors:**

i. Applicant
ii. CFMS
iii. Approving Authority

**Preconditions:**

None

**Biz Process Flow Text:**

1. Applicant logs on to CFMS, and select the adjourning case, from a list of ongoing cases he/she represents.

2. CFMS will populate a list of alternative hearing sessions available, by adhering to date fixing business rules/constraints/factors configured in the system. Applicant selects an alternative hearing session to be adjourned to.

3. CFMS notifies Approving Authority on the adjournment request, via email.
    - If the adjournment is approved, all parties involving in the adjourned case will be notified through email and SMS.
    - Otherwise, Applicant will be notified through email and SMS.

**Alternative Courses:**

None

**Changes to Business Practices:**

1. Adjournment request will only be available through electronic system. This is to encourage usage of the to-be CFMS, while minimizing administrative overhead to LHC.

**Constraints:**

None

**Biz Process Diagram:**

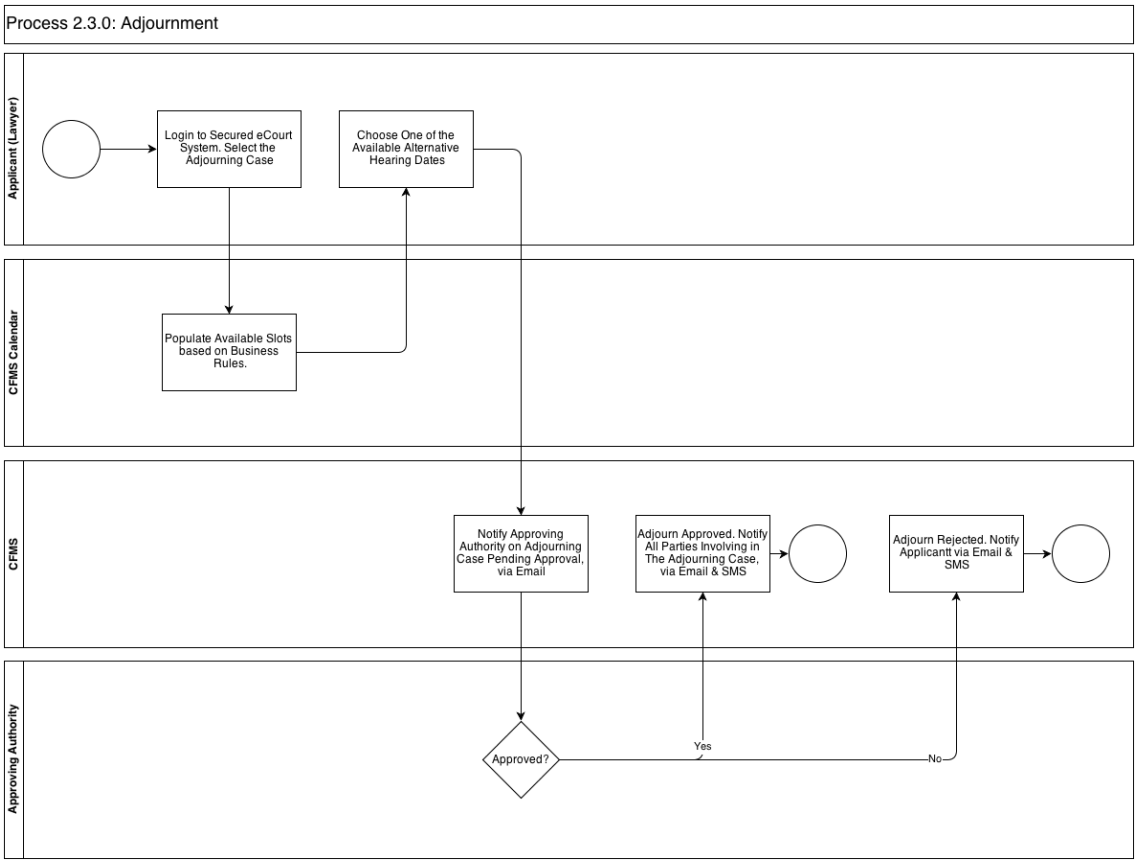



**Figure 16 – Date Adjournment**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.2.4 Process 2.4.0: Cause List

**Description:**

Cause list is a schedule of cases hearing in the courts. From the hearing sessions scheduled through *Process 2.2.0: Date Fixing*, CFMS will be able to automatically generate the cause list for Chief Justice's approval.

**Actors:**

i. CFMS
ii. Chief Justice

**Preconditions:**

1. At least a case has been scheduled through *Process 2.2.0: Date Fixing*.

**Biz Process Flow Text:**

1. Chief Justice initiates to generate cause list by clicking on the designated module function, and select the time frame of cause list to be tabled.

2. CFMS automatically queries for all cases scheduled to be heard during the selected time frame.

3. Chief Justice reviews the cause list, and decides if any amendment is needed. Amendments are configurable to the following:
    - Bench type allocated to a case
    - Honourable Judge assigned to a case

4. If amendment is needed, Chief Justice will make necessary changes, and save the cause list.

5. CFMS sends email notification to all Honorable Judges and concerned parties.

   Note: Cause list design should be configurable with respect to the choice of individual Hon'ble Judges

**Alternative Courses:**

None

**Changes to Business Practices:**

1. Cause list is no longer manually tabulated, but automated.

**Constraints:**

None

**Biz Process Diagram:**

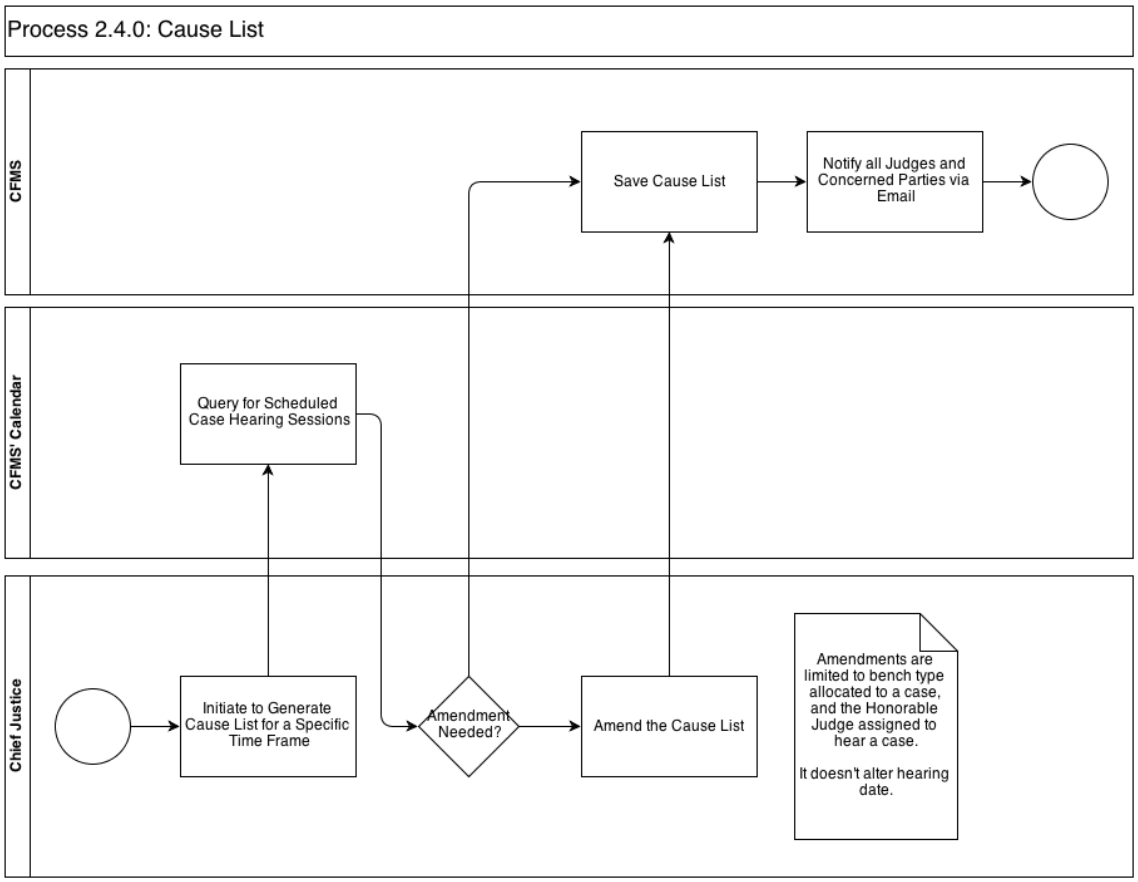



**Figure 17 – Cause List**

**Questions:**

None

**Notes:**

1. There should be an API published by CFMS, to return the latest sitting roster available in CFMS. This API can be consumed by any third party application, or LHC website.

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

## 7.3 To-Be: Case Proceedings

This involves all the activities involved in the proceedings of the case till its disposal. There are primary processes governing the flow of case proceedings, and most of the case proceeding activities will be assigned to the corresponding party in-charge, as tasks.

### 7.3.1 Process 3.1.0: Preliminary Hearing

**Description:**

Fresh case is presented to court on date fixed, for preliminary hearing. In preliminary hearing, the court hears the applicant's point of view and decides to:

i. Accept the case, and admitted for regular hearing
ii. Reject the case, and dismissed
iii. Re-hear the case with preliminary hearing

**Actors:**

i. CFMS
ii. Concerned Court
iii. Concerned Branch

**Preconditions:**

- Case is instituted from *Process 1.0.0: Case Institution*, and scheduled for preliminary hearing from *Process 2.2.0: Date Fixing*.

**Biz Process Flow Text:**

1. Concerned court hears a fresh case. If further preliminary hearing is required, *Process 2.2.0: Date Fixing* will be carried out.

2. Otherwise, the concerned court decides whether to accept and admit a case for regular hearing.
    - If a case is admitted:
        i. CFMS will create a new task for concerned court to update order sheet into CFMS.
        ii. The case status will also be marked as "admitted".
        iii. CFMS will create a new task for concerned branch to update court compliance.
        iv. The next hearing date can either be fixed in the court, or by concerned branch, through *Process 2.2.0: Date Fixing*.
        v. CFMS will create a new task for concerned branch to serve notice.

    - Else if a case is dismissed:
        i. CFMS will create a new task for concerned court to update order sheet into CFMS.
        ii. The case status will also be marked as "dismissed".
        iii. Concerned branch is informed of the status and will proceed to disseminate order sheet

NB: order sheet and judgment is one and the same thing

**Alternative Courses:**

None

**Changes to Business Practices:**

1. The human task to deliver case record document between Record Room and Court is eliminated, as the electronic record is referred to and updated during case proceedings.

**Constraints:**

None

**Biz Process Diagram:**

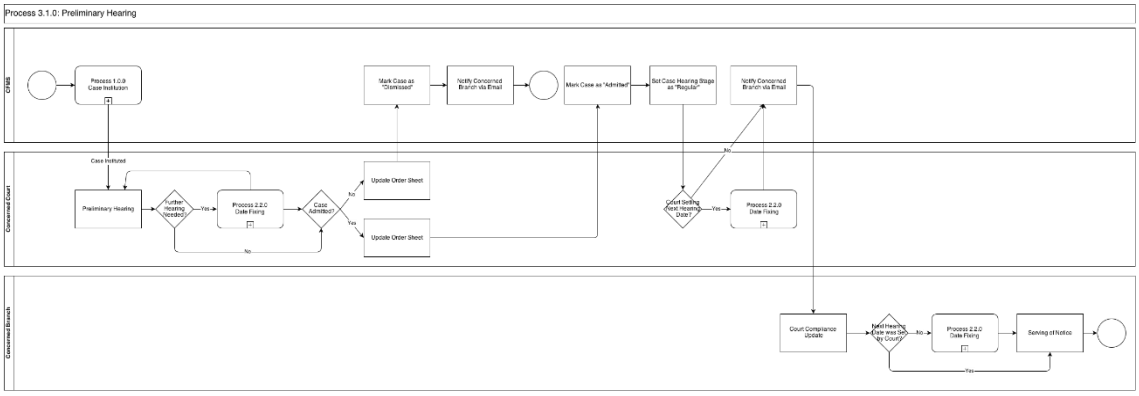



**Figure 18 – Prelim Hearing**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.3.2 Process 3.2.0: Regular Hearing

**Actors:**

i. CFMS
ii. Concerned Court
iii. Concerned Branch
iv. Honorable Judge

**Preconditions:**

1. An admitted case heard by *Process 3.1.0: Preliminary Hearing*.

**Biz Process Flow Text:**

1. Concerned court hears an admitted case, and decides if further regular hearing is required, or the case can be disposed.

1. If a case is to be reheard:
    i. CFMS will create a new task for concerned court to update order sheet into CFMS.
    ii. CFMS will create a new task for concerned branch to update court compliance.
    iii. The next hearing date can either be fixed in the court, or by concerned branch, through *Process 2.2.0: Date Fixing*.
    iv. CFMS will create a new task for concerned branch to serve notice.

2. Else if a case is to be disposed:
    i. CFMS will create a new task for concerned court to update order sheet into CFMS.
    ii. CFMS will create a new task for Honorable Judge to complete final judgment writing.
    iii. CFMS will create a new task for concerned branch to update court compliance.
    iv. The case status will also be marked as "disposed".

**Alternative Courses:**

None

**Changes to Business Practices:**

1. The human task to deliver case record document between Record Room and Court is eliminated, as the electronic record is referred to and updated during case proceedings.

**Constraints:**

None

**Biz Process Diagram:**

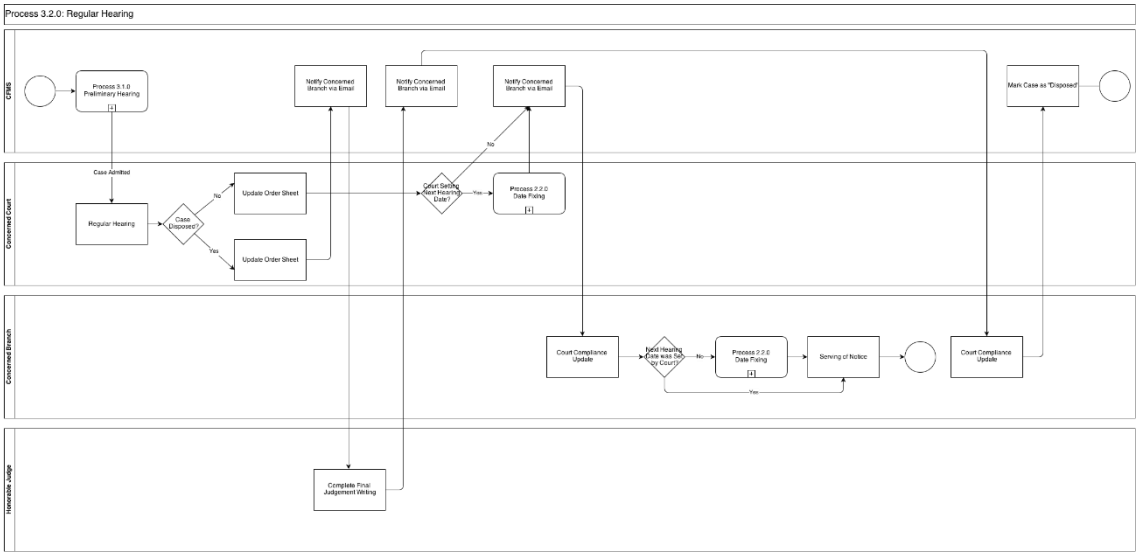



**Figure 19 – Regular Hearing**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

## 7.4 Circulation of Physical Documents

### 7.4.1 Process 4.1: Issuance of Attested Copy

**Description:**

In order to obtain attested copy of final/interim order, judgment and other documents related to case file, the applicant/ lawyer submits the application online, through CFMS.

**Actors:**

i. Applicant
ii. CFMS
iii. Assignee
iv. Concerned Branch
v. Copying Section

**Preconditions:**

None

**Biz Process Flow Text:**

1. Applicant logs into Secured eCourt System, and search for a case by Case Number.

2. Applicant selects a case to request for attested copy.

3. A fixed deposit amount will be charged for every issuance request, and applicant can confirm the request by selecting a supported payment method:
    - *Process 1.2.3: Branchless Banking Agent / Bank Branch*
    - *Process 1.2.4: eBanking*

4. When the deposit is paid, the concerned branch will be immediately notified on the request.

   Otherwise if payment failed, details of payment failure will be shown, and Applicant will have an option to revisit the payment step, to complete the request process.

5. Upon Concerned Branch receiving the application, it will be scrutinized according to guidelines.
    i. If the copy request is approved, the Copying Section will print the requested copy, identified by Case Number, from CFMS. In order to prevent forgery, attested copy will be printed with watermark, and the watermark image is different from on-the-screen view.
    ii. Each printing activity will be logged into audit trail by CFMS to promote accountability.
    iii. Printing Section will check if the document is correctly printed.

i. If yes, Applicant will be notified on the copy ready for collection. Applicant will pay the difference between actual printing cost and deposit paid, while collecting the attested copy.
ii. Otherwise, Copying Section will have to reprint.

iv. If there is any objection, applicant will be notified on the rejected copy request via email.

**Alternative Courses:**

1. For those applicants lacking internet access or are illiterate. The approach is almost similar to the steps 1 to 5 above with the exception that the Actor is the Assignee at the LHC Physical Counter

**Changes to Business Practices:**

1. In order to encourage the usage of CFMS online system, and to reduce LHC's administrative overhead, application of attested copy can only be submitted online. This applies to all

**Constraints:**

None

**Biz Process Diagram:**

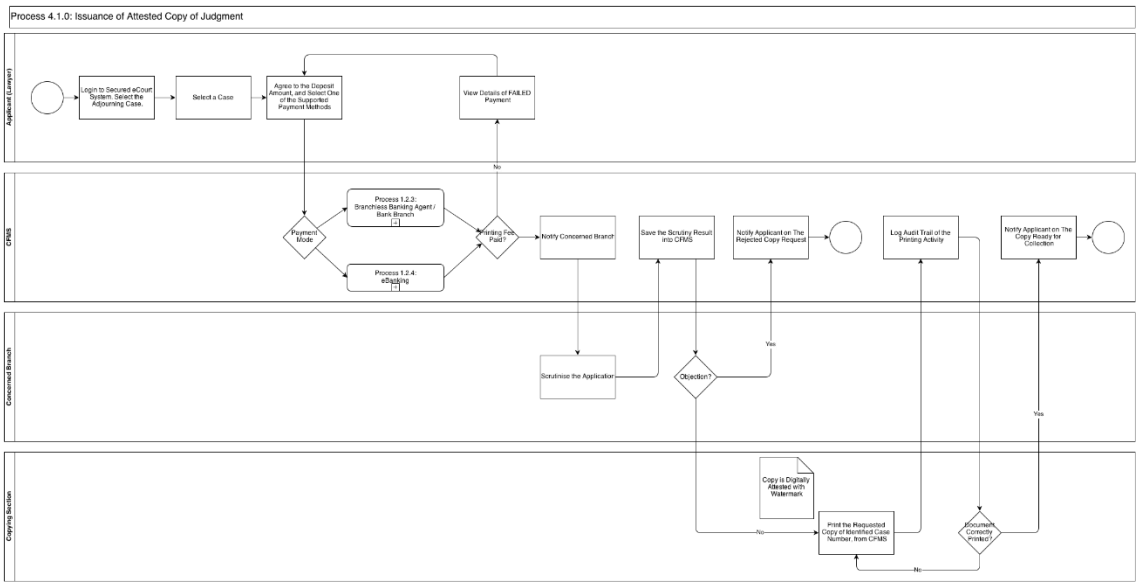



**Figure 20 – Copy Issuance**

**Questions:**

None

**Notes:**

1. To prevent forgery of attested case file, a different watermark will be introduced onto printed copy, and on-the-screen view.

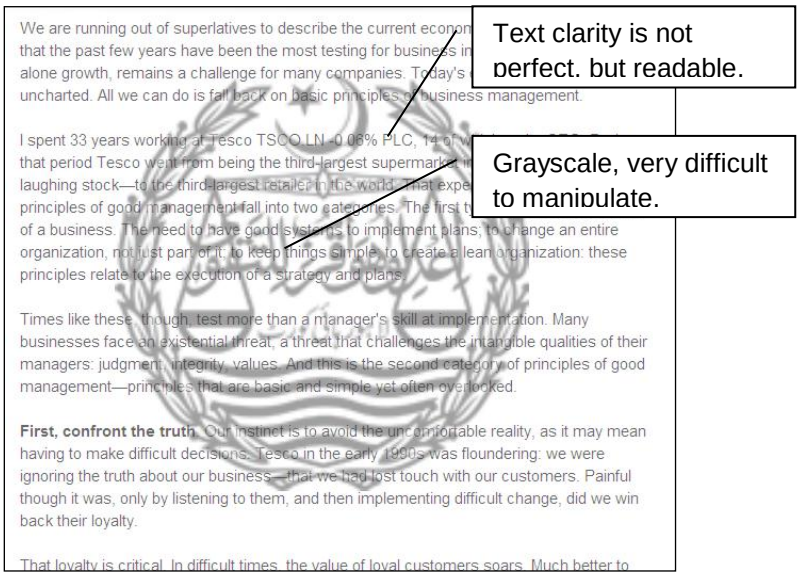



**Figure 21 – Example of on-the-screen watermarked view.**

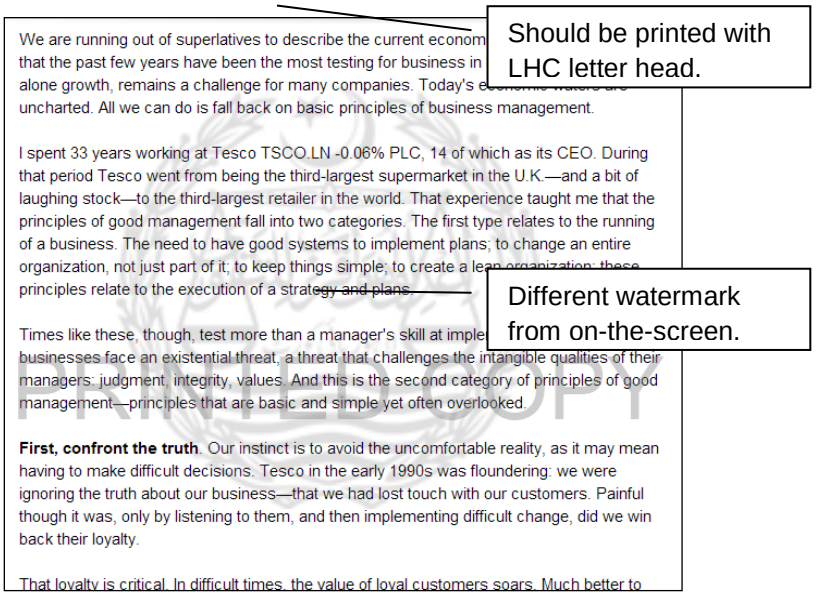



**Figure 22 – Example of watermarked printed copy.**

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.4.2 Record Room Management

**Description:**

Record Room is a warehouse where physical case files are kept.

**Problems:**

1. Checking-out and in of case files are not tracked, or poorly recorded at the moment.
2. Unable to identify the current handler of a specific case file that isn't found in Record Room

**Solutions:**

1. Produce a new folder for each case, (optionally) on high quality tear-resistant material.
2. Print a sticker of barcode which identifies a case, on each folder.
3. Barcodes can be printed in batch, for a set of case numbers, to improve efficiency.
4. Check-in to, and check-out from Record Room, by scanning the bar code on the folder.

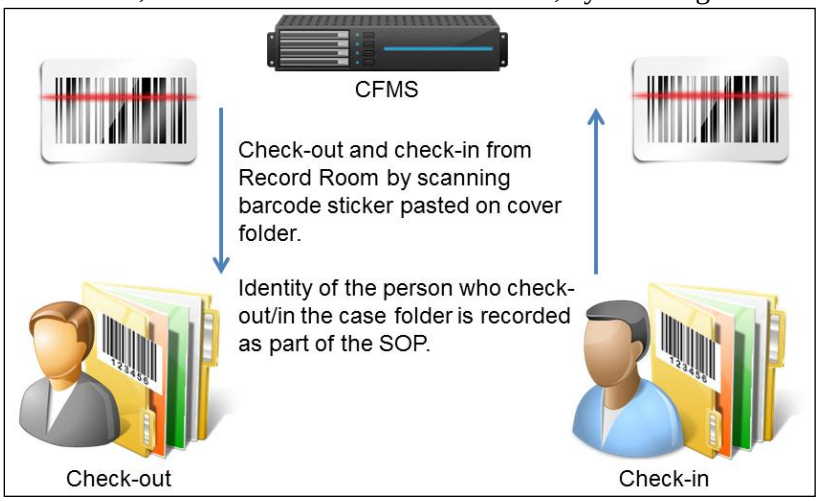



**Figure 23 – Checkin/out**

**Questions:**

None

**Notes:**

This process of integration with Supreme and District Courts for verification can be provided by the CFMS as an API call (similar to the API approach for Sitting Roster). The courts can remotely access CFMS via an authorized login ID and password, then proceed to make an API call (such as the record ID as a parameter) to obtain the specific record.

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

### 7.4.3 Process 4.2: Dispatching of Case Related Documents

**Description:**

The to-be document dispatching process addresses the issue of unknown delivery status, by introducing the practices implemented by courier companies.

**Actors:**

i. Dispatch Centre
ii. CFMS
iii. Messenger

**Preconditions:**

None

**Biz Process Flow Text:**

1. Each dispatching document is labeled with barcode sticker that identifies its document ID (and case ID)

2. Before dispatching, Dispatch Centre scans the barcode of a document, and save a record into CFMS.

3. The document is dispatched to Messenger.

4. Each Messenger is equipped with a purpose-built smartphone, which runs an app that connects to CFMS through WiFi, 3G or 2.5G. Upon delivering the document to recipient, Messenger will:
   i. Scan the barcode to identify its Document ID
   ii. Obtain recipient's acknowledgement by signing on the smartphone app
   iii. The delivery status will be updated to CFMS.

5. Dispatch Centre, or authorized CFMS user, will be able to track the latest delivery status by querying from CFMS.

**Alternative Courses:**

None

**Changes to Business Practices:**

1. Revise standard operating procedure (SOP), to require Messenger to obtain acknowledgement of receipt from recipient upon delivery.

**Constraints:**

None

**Biz Process Diagram:**

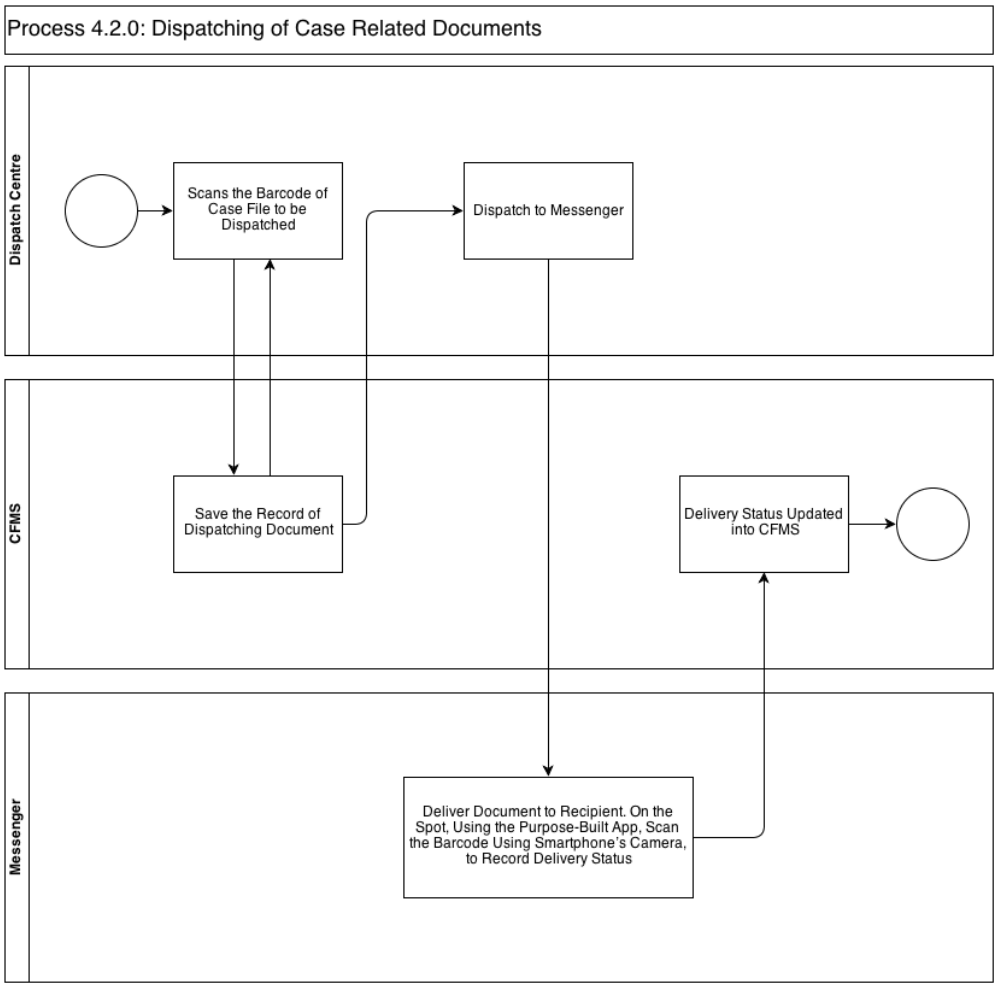



**Figure 24 – Dispatch**

**Questions:**

None

**Notes:**

None

**Authors:**

Tiensoon

**Source Documents:**

None

**Modification History:**

| Date | Description | Author |
|---|---|---|
| | | |

# 8. Additional Information

## 8.1 Case Category / subcategory

Lahore High Court, Lahore APR-01 13 11:24:4E

Category List

From : 100 To : 955

**<< CRIMINAL >>**

| Category Code | Description | Short Name |
|---|---|---|
| 101 | Murder Reference | MR |
| 102 | Criminal Appeal | Crl.A |
| 103 | Criminal Revision | Crl.R |
| 104 | Petition for Spcl. Leave to A. | PSLA |
| 105 | Criminal Miscellaneous (M) | Crl.M |
| 106 | Criminal Original (Crl) | Crl.Org. |
| 120 | Crl. Misc. (Bail Cancellation) | Crl.M.C |
| 122 | Criminal Miscellaneous (Bails) | Crl.M |
| 123 | Crl. Misc. (Habeas Corpus) | Crl.M |
| 124 | Crl. Misc. (T. Applications) | Crl.A(T) |
| 125 | Crl. Misc. (Quashments) | Crl.M |
| 128 | Capital Sentence Reference | CSR |
| 139 | Objection Case (Crl) | Obj.Case |

**<< WRIT >>**

| Category Code | Description | Short Name |
|---|---|---|
| 301 | Writ Petition | WP |
| 302 | Writ Petition (Settelement) | Settelment |
| 303 | WP- Review Application (Writ-Crl) | RACrl |
| 304 | WP- Review Application (Writ-Comm) | RACom |
| 305 | WP- Review Application (Writ-Civil) | RACiv |
| 306 | WP- Investigation of Police | ChOfInvest |
| 307 | WP- Harassement | WP-(H) |
| 308 | WP- Direction to Police | WP.Police |
| 309 | WP- Registration of Cases | R.Case |
| 310 | WP- Quashment of F.I.R. | WP-Q.FIR |
| 311 | WP- Direction to FIA | DirFIA |
| 312 | WP- Stock Exchange | StockEx |
| 313 | WP- Rent Matters | WP.Rent |
| 314 | WP- Import & Export | WP-Im&Ex. |
| 315 | WP- Income Tax | WP-I.Tax |
| 316 | WP- Sales Tax | WP-S.Tax |
| 317 | WP- Property Tax | Prop.Tax |
| 320 | WP- Wealth Tax | WTax |
| 322 | WP- Professional Tax | ProfTax |
| 323 | WP- Toll Tax | TollTax |
| 324 | WP- Excise & Taxation | WP Ex&Tax |
| 326 | WP- Custom Act | WP-C.Act |
| 327 | WP- Zakat Ushr | Zakat.U |
| 329 | WP- Text Book Board | TextB.Bord |
| 332 | WP- Old Age Benefit | WP-Old Age |
| 334 | WP- Wild Life | WPWildLife |
| 336 | WP- Land Commission/Land Reform | L.Com/Lref |
| 337 | WP- Land Acquisition | WP-L.Acq. |
| 338 | WP- Mutation | WP-MLL |
| 339 | WP- Land Revenue Act | WP-Land RA |
| 341 | WP- Consolidation | WP-Consold |

Page 1

Current Case Information System Ver 1.00 Page 1

Category List

From : 1 To : 965

<< WRIT >>

| Category Code | Description | Short Name |
|---|---|---|
| 342 | WP- Colonization | WP-Coloniz |
| 343 | WP- Pre-emption | WP-P.empL |
| 346 | WP- N.I.R.C.J.L Relation | WP-NIRC |
| 350 | WP- Civil Suit | WP-CivilS |
| 352 | WP- Detention | WP-Detn. |
| 353 | WP- L.D.A. | WP-LDA |
| 354 | WP- F.D.A. | WP-FDA |
| 357 | WP- Electricity Act | WP-Elc.Act |
| 360 | WP- Market Committee | WP Market |
| 361 | WP- Local Government Act | WP-LGA |
| 364 | WP- Transfer of Inquiry | Transfer.Inq |
| 365 | WP- Motor Vehicle Ordinance | WP-M.V.O. |
| 368 | WP- Arms Ordinance | WP-Arms |
| 374 | WP- Allotment of Plot | Allot.Plot |
| 376 | WP- Release of Money | Rel.Money |
| 377 | WP- Demolition of Property | Dem.Property |
| 378 | WP- Cattle Market | Cattl. Market |
| 386 | WP- Pakistan Petroleum Rules | Pak.Petr.R |
| 388 | WP- Mineral Development | Mnrl.Devl |
| 391 | WP- Food Stuff | FoodStuf |
| 394 | WP- Canal & Drainage Act | Canl.DrAct |
| 396 | WP- Sugar Factories Control Ac | SugarF- Act |
| 609 | WP- Pak. Eng. Council. A. 75 | PkEngC A.75 |
| 611 | WP- Delt. of Possession of Land | PossessionOfL |
| 613 | WP- Pharmacy Act | PharmacyAct |
| 614 | WP- Drug Act | WP-Drug A. |
| 616 | WP- Contonment Act | ContonmentAct |
| 621 | WP- Lambardari | Lambardari |
| 624 | WP- Joint Stock | JStock |
| 626 | WP Guardian & Wards Act | WP-G&WAct |
| 627 | WP- Proprietory Rights | PropRight |
| 634 | WP- Motion Picture Ordinance | WP-M.P.O. |
| 637 | WP- Sale Deed Registration | SdReg |
| 638 | WP- Sui Gas | SuiGas |
| 641 | WP- Encroachment | WP-Encroch |
| 643 | WP- Anti Corruption | WP-Ant-C. |
| 647 | WP- House Building Finance | WP-H.B.F.C |
| 648 | WP- Social Security | WP-Soc.Sec |
| 651 | WP- Election | WP-Electn. |
| 652 | WP- Education | WP-Eductn. |
| 653 | WP- Bar Council Act. | WP-BarC.A |
| 654 | WP- Recovery of Loan | WP-R.Loan |
| 655 | WP- Auqaf | Auqaf |
| 656 | WP- Cooperative Societies | WP-Coop.S. |
| 659 | WP- Lease of Land | LeaseOfLand |
| 661 | WP- Labour Laws | LabourLaws |
| 663 | WP- Evacuee Trust Property | WP-E.T.P. |

Category List

From : 100 To : 965

## << WRIT >>

| Category Code | Description | Short Name |
|---|---|---|
| 667 | WP- Auction | WP-Auction |
| 669 | WP- Insurance Corporation Act. | Wp.InsCorpAct |
| 672 | WP- Social Welfare | Soc.Wlf |
| 674 | WP- Press & Publication | WP-Press&P |
| 676 | WP- Stamp Act. | WP-Stamp |
| 682 | WP- Trade Union, Act. | WP-Trade.U |
| 690 | WP- Arbitration Act. | ArbitAct |
| 694 | WP- Pb. Public Service Comm. | PbSc |
| 700 | WP- Kachi Abadi | Kachi Abadi |
| 704 | WP- License For Tazia | LiceTazia |
| 711 | WP- Civil Aviation Authority | WP-C.Avitn |
| 712 | WP- Allotment of Quarter | AlotQuartr |
| 717 | WP- Contract Act. | Contr.Act |
| 718 | WP- Superdari | Suprdari |
| 720 | WP- Petrol Pump. | PtrolPump |
| 721 | WP- Lease | Lease |
| 734 | WP- Railway | Railway |
| 741 | WP- Custodian | Custodian |
| 747 | WP- Ejectment from Quarters | EjFQuartr |
| 748 | WP- Allotment of Land | AltLand |
| 749 | WP- Direction to M.B.R. | DirectMbr |
| 750 | WP- Grant of Succession Certificate | Gsuc.Certf |
| 753 | WP- Election of Trade Association | TradeAsation |
| 764 | WP- Election of Bar Council | WP-Elc.Bar |
| 768 | WP- Sale of Property | SaleProperty |
| 771 | WP Ban on Exit from Pakistan | BanOnExitPak |
| 792 | WP- Criminal Proceeding | WP-Crl.Pro |
| 797 | WP- Payment of Dues | PaymntDues |
| 800 | WP- Service | WP-Serv. |
| 803 | WP- Wages Act | WP-Wages |
| 807 | WP- Crl. Org.(Civil) | WP-Crl.Org |
| 815 | WP- L.P.A. | L.P.A. |
| 817 | WP- Family Law | WP-Family |
| 825 | WP- I.C.A. (Civil) | ICA Civil |
| 842 | WP- Cooperative | WP-Coop. |
| 843 | WP- Excise Duty | WP-Ex.Duty |
| 844 | WP- Tender | WP-Tender |
| 845 | WP- Renew License | RenueLicense |
| 849 | WP- Direction of Judl. Magistrate | Drection Judl.M |
| 856 | WP- Federal Land Commission | F.L.C. |
| 870 | WP- Special Court | WP-SpCourt |
| 878 | WP- Payment of Wages Act | WP-P.Wages |
| 880 | Civil Miscellaneous (Writ) | WP-CM |
| 890 | WP- Election Petition | WP-Eltn.Pn |
| 891 | WP- Amended | WP-Amendec |
| 892 | WP- D. No. | WP.D.No. |
| 893 | WP- Suo Moto | S.M. |

Category List

From : 100 To : 965

<< WRIT >>

| Category Code | Description | Short Name |
|---|---|---|
| 894 | WP- Price Control Act | WP-PriceCA |
| 895 | WP- Execution Petition | WP-Ex.Petn |
| 896 | Objection Case (Writ-Crl) | Obj.Case |
| 897 | WP- Terrorist Court | WP-Terr.C |
| 898 | WP- Banking Tribunal | WP-Bank.Tr |
| 899 | WP- Telephone | Telephone |
| 909 | WP- N.A.B. | Nab |
| 910 | WP- Town Municipal Admn | WP.T.M.A. |
| 911 | WP- Hajj & Umrah | Hajj&Umrah |
| 914 | WP- Demarcation Of Land | WP.Demar.Land |
| 915 | WP- Direction | WP-Direction |
| 916 | WP- Environment | WP.Evironment |
| 917 | WP- Capital Value Tax | WP.C.V.T |
| 919 | WP Exhaumation Of Dead Body | WP E.D.B. |
| 922 | WP- Wheat Quota | WP.W/Q |
| 923 | WP Illegal Dispossession Act 2005 | WP I/D.2005 |
| 924 | WP- Sports | WP-Sports |
| 925 | WP- With Holding Tax | W.H.T |
| 926 | WP- Luxury Tax | LuxuryTax |
| 927 | WP- Sign Board | SignBoard |
| 930 | WP- Liquidation Board | Liquidation |
| 931 | WP- Defence Housing Authority | Dha. |
| 932 | WP- Remission | Remission |
| 933 | WP- National Highway Authority | N.H.A. |
| 937 | WP- Awami Mela | AwamiMela |
| 938 | Inquiry Agianst Judicial Officer | Inq.J.O |
| 941 | WP- Explosive Act. | Explosive Act. |
| 942 | WP- Sugar Cane | Sugar Cane |
| 943 | WP- Pb.Govt.Servants Housing Foundation | Pgshf. |
| 944 | WP- Competition Commission | Comp.Commission |
| 945 | WP- Consumer Court | Consumer Court |
| 946 | WP- Custody Of Minor | Cusiody Of Mino |
| 947 | WP- Tip Tax | Tip Tax |
| 948 | WP- Parks &Hort culture Authority | Pha |
| 949 | WP- Election Water Area Baore | Election W.A.B. |
| 951 | WP- De-Seal Marriage Hall | Seal Marriage H |
| 952 | WP- Pemra. | Pemra |
| 953 | WP- Declaration | WP-Dec |
| 954 | WP- Finance | WP. Finance |
| 956 | WP- Quo Warranto | Quo Warranto |
| 958 | WP- Control Narcotins Substance Act | Cnsa |
| 959 | WP- I.C.A. (Crl.) | ICA Crl. |
| 960 | WP- I.C.A. (Comm.) | ICA Comm |
| 961 | WP- Direction To Jail | Direction Jail |
| 962 | Objection Case (Writ-Civil) | Obj.Case |
| 963 | WP- Crl. Org.(Crl.) | Crl.Org. |
| 964 | WP- Ogra | |

Category List

From : 100 To : 965

## << WRIT >>

| Category Code | Description | Short Name |
|---|---|---|
| 965 | Custodian Ref. | CustRef |

## << CIVIL >>

| Category Code | Description | Short Name |
|---|---|---|
| 201 | Intra Court Appeal (Civil) | ICA |
| 202 | Regular First Appeal | RFA |
| 203 | Regular Second Appeal | RSA |
| 204 | First Appeal against order | FAO |
| 205 | Second Appeal against order | SAO |
| 206 | Civil Revision | CR |
| 207 | Review Application (Civil) | RA |
| 208 | Transfer Application (Civil) | TA |
| 209 | Civil Miscellaneous (Civil) | CM |
| 211 | Civil Original (Civil) | CO |
| 213 | Civil Original Suit (B) | Cos(B) |
| 214 | Execution Application (B) | Ex.A(B) |
| 215 | P. For Leave To Appeal (B) | PLA(B) |
| 217 | Civil Miscellaneous (B) | CM.Banking |
| 218 | Criminal Original (Civil) | Crl.Org |
| 220 | Civil Rev. Against Decree | C.R.(A.D) |
| 222 | Pauper Applications | PaupApp |
| 232 | Execution First Appeal (LHA) | EFA |
| 233 | Execution Second Appeal (ESA) | ESA |
| 235 | Execution Application (Civil) | Ex.A |
| 238 | Cross Objection (Civil) | CO |
| 240 | Objection Case (Civil) | Obj.Case |
| 243 | Service Appeal | SA |
| 247 | Spec-Appeal | Sa |
| 248 | Press Appeal (Civil) | Press App. |
| 294 | Suit (Civil) | Suit |
| 295 | Environmental Appeal | Env.App |
| 296 | C.M. (Independent) | CM.Ind. |
| 297 | OGRA Petition | OGRA |
| 298 | Cos (P) | Cos(P) |

## <<COMMERCIAL>>

| Category Code | Description | Short Name |
|---|---|---|
| 401 | Intra Court Appeal (Comm.) | ICA |
| 402 | Review Application | RA |
| 403 | Civil Miscellaneous (Comm.) | CM |
| 407 | Civil Original | C.Org.Com |
| 409 | Criminal Original (Comm.) | Crl.Org (Comm) |
| 412 | P. for Tax Reference (P.T.R.) | PTR |
| 416 | L. Patent Appeals (LPA) (ICA) | LPA |
| 419 | Commercial Appeals | Comm.A |
| 423 | Report | Report |
| 424 | Objection Case (Comm) | Obj.Case |

Category List

From : 100 To : 965

## <<COMMERCIAL>>

| Category Code | Description | Short Name |
|---|---|---|
| 425 | C.T.R. | CTR |
| 426 | Crl. Complaint(Comm) | Crl.compcom |
| 427 | Transfer Application | TA |
| 435 | Custom Ref. | Cust.Ref |
| 436 | Misc. Petition | Misc.Petition |
| 438 | Civil Suit | Civil.S |
| 439 | I.T.A. | ITA |
| 440 | Customs Appeal | CA |
| 441 | Sales Tax Appeal (S.T.A) | S.T.A. |
| 442 | Sales Tax Reference (S.T.R.) | STR |
| 444 | W.T.A. | WTA |
| 449 | Civil Original (Privatization) | CO(Pvt) |
| 451 | Social Security Appeal | SSA |
| 452 | Competition Commission Appeal (Com) | Cca |
| 484 | Labour Appeal | LabourAppeal |
| 490 | Civil Org. Suit (Privitization) | COS(Pvt) |
| 491 | Excise Tax Reference (E.T.R) | ETR |

## 8.2 Cause List

Lahore High Court, Lahore

Page 1

Thursday, 28/3/ 2013

<<< W R I T >>>

Special Bench Criminal-II Urgent Cause List

Mr. Justice Muhammad Yawar Ali

Urgent Cases

| | | | | |
|---|---|---|---|---|
| 1 | Civil Miscellaneous (Writ) WP- Direction to Police | 1-13 8231-12 | NAZIR AHMAD Vs. SHO ETC | Hafiz Muhammad Akram |
| 2 | Civil Miscellaneous (Writ) WP - Registration of Cases | 3-13 5216-13 | NAEEM YASIN ETC Vs. ASJ ETC | Ch. Abbas Ali Sindhu |
| 3 | Civil Miscellaneous (Writ) WP- Registration of Cases | 2-13 5781-13 | AAMIR NASEER BUTT Vs. ASJ ETC | Major(R) Aftab Ahmad Khan |
| 4 | Civil Miscellaneous (Writ) WP - Registration of Cases | AMENDED-13 6936-13 | ALI AHMAD Vs. EX OFFICIO JUSTICE OF PEACE | Sardar Faiz Rasool Khan Jal Bani |
| 5 | Civil Miscellaneous (Writ) WP- Registration of Cases | 4-13 6936-13 | ALI AHMAD Vs. EX OFFICIO JUSTICE OF PEACE | Sardar Faiz Rasool Khan Jal Bani |
| 6 | Civil Miscellaneous (Writ) WP- Registration of Cases | AMENDED-13 7203-13 | HAFIZ MUHAMMAD IQBAL Vs. DPO ETC. | Muhammad Abdul Quddus |
| 7 | WP- Registration of Cases | 7374-13 | M. YASIN JOYA Vs. CCPO ETC. | Naveed Ahmad Malik |
| 8 | WP- Registration of Cases | 7406-13 | PARZANA BIBI Vs. DPO | Shahid Aziz Anjum |
| 9 | WP- Registration of Cases | 7419-13 | MUDASSIR ANWAR Vs. ASJ ETC. | Ch. Muhammad Aslam Sandhu |
| 10 | WP- Registration of Cases | 7426-13 | M. IMTIAZ Vs. SHO ETC. | Muhammad Ahmad I. |
| 11 | WP- Registration of Cases | 7436-13 | MUHAMMAD RIAZ Vs. CCPO ETC. | Malik Muhammad Aslam Jhuji |

## 8.3 Objection List

**LAHORE HIGH COURT, LAHORE.**

**OBJECTION SHEET.**

**Mr.**_____ **Advocate.** **Diary No.**_____

1. It is time barred by _____ days.
2. Separate application U/s 5 of the Limitation Act for condonation of delay may be filed.
3. Court fee is insufficient to the extent of Rs. . . . . .
4. Court fee is insufficient to the extent it should be paid according to section 7 of the Court fee Act, 1870 as amended by Punjab Finance Act, 1972.
5. Certified copy of the judgment/decree/order of the trail court to be filed.
6. Certified copy of the judgment/decree/order under appeal/revision to be filed.
7. Proper section of law in stay/vacation of stay/dispensation T.A petition to be quoted.
8. Properly executed complete fresh _____ power of attorney to be filed.
9. Properly attested affidavit to be filed (Correct affidavit) (Full affidavit)
10. Receipt of **Rs.500/** advanced printing charges to be filed as required by rule 8, chapter 2 A, High Court Rule & Orders Volume-V.
11. Opening sheet duly filed to be attached, **Sold (Typed).**
12. Entries in the opening sheet need correction completion.
13. Correction cutting to be properly authenticated.
14. How Appeal/Revision/Application is competent.
15. Memo of parties to be filed.
16. The matter being S.B/D.B requires 1+3 copies of paper book to be supplied alongwith the file cover.
17. A certificate that no Appeal/Revision/TA in the matter was filed earlier, be appended.
18. Impugned order to be flagged and page marked according to index, pages are not marked.
19. Certified copies of pleadings and or other documents have not been filed.
20. Pages are not properly arranged.
21. Please file better written typed copies of pages_____
22. Please affix Revenue Stamp of **3.00/- rupees** on each non-judicial paper. Pay court fee of **Rs.2/-** on decree and **50 paisa** on each sheet of certified copies.
23. Each better copy be certified as compared with the original/certified copy and found correct.
24. Uncertified copies of pages _____ be replaced with certified copies.
25. Signatures of code number of the counsel(s) are wanted.
26. Photo copy of N.I.C of the petitioner/appellant to be filed.
27. _____

Return with objections at serial Nos. . . . . .

To be re-submitted after removal of these objections within **03** days.

Subject to limitation.

**D.R.R (Civil)**

**DR (Judl)**

# LAHORE HIGH COURT, LAHORE

**Diary No.**_____

1. It is barred by _____ days.
2. Separate application for condonation of delay Under Section 5 of the Limitation Act should be filed.
3. The Court Fee is insufficient to the extent of Rs._____
4. Revenue Stamp with Rs. 3.00 to be paid each non-judicial paper
5. Signature of Learned Counsel wanted.
6. Certified copy of the Impugned Order to be filed.
7. Approved file cover to be filed_____ . spare copies to filed
8. All annexures and Impugned Order and CM's to be flagged.
9. (i) Certified to the effect that no other petition (ICA/Review/Crl. Orgl) of the same subject matter was filed.
   (ii) Certified that this petition has arisen from violation/fulfillment of obligation under (Quote here provision of law) and that alternate remedy provided by law has been availed of by petitioner.
10. Corrections/Cutting/Fluid are not maintainable. Please re-type page No. ... ...
11. Uncertified and dim Copies to be replaced with bright hand-written/typed one.
12. Designation of respondent No. ... ... be quoted.
13. Proper section of law is Stay/Dispensing etc. to be quoted.
14. Duly executed power of Attorney to be filed and colourful power of Attorney is not maintainable.
15. Typed Index to accompany the petition.
16. Uncertified copies of Annexures to be attested by learned Counsel giving his name in block letters.
17. Application to dispense with to production of certified copies of the Impugned Order/Annexures with necessary petition to be filed.
18. Annexure(s) is/are insufficiently stamped to be extent of Rs._____.
19. Name of respondents wanted as the present petition relates to contempt proceedings.
20. Petition/Appeal has not been drafted by an authorized person.
21. Certificate to be appended to the effect that the officer, impleaded by name as respondent has personal liability.
22. An affidavit duly attested to be filed.
23. One writ petition is not competent. Separate writ petition of each party to be filed.
24. Writ petition is not arranged to the office Order/Index.
25. (i) Certificate to be given to the effect that ICA/Review is competent.
   (ii) Certified that remedy of Appeal, Revision, Review of application does not exist under the law relating to the present case.
26. Please file it at proper Bench / Court.
27. Copies to be delivered to Advocate General / Deputy Attorney General.
28. Petition is not page marked not the Annexures marked.
29. Writ Petition cannot be entertained against private person.
30. Certificate to be given on each and every better copy "Compared with original and found correct".
31. Valid Bail Granting Order.
32. Detail of Annexures mentioned in the Index be given I Original, Certified or uncertified.
33. Certified copies of the Annexures_____ ... ... to be filed.
34. Please deposit **Rs. 100/-** as advance printing charges of ICA.
35. Since the Writ Petition has been decided. Present C.M. is not maintainable.
36. Photocopy of the N.I.C. of the petitioner's filed.
37. Writ Petition is not maintainable in view of Full Bench Judgment (PLD 2005 Lahore 470)
38. Please file Writ Petition on behalf of all accused mentioned in the FIR.
39. Petitioner has no Locus Standi.
40. Writ Petition / is not maintainable.
41. Federation of Pakistan/Province of Punjab be impleaded as a party.
42. Second Writ Petition/ICA/Review is not competent.
43. _____
    _____
    _____

44. Remarked with the objection at Serial No.(s)_____ above.
45. Should be submitted after removing the objection within_____ days.

# LAHORE HIGH COURT, LAHORE

**Diary No._____**

1. It is barr by_____ days.
2. Separate application for condonation of Delay Under Section 5 of the Limitation Act should be filed
3. The Co t Fee is sufficient to the extent of Rs._____.
4. Revenue Stamp with Rs. 3.00 to be paid each non-judicial paper
5. Signature of Learned Counsel wanted.
6. Certified copy of the Impugned Order to be filed.
7. Approved file cover to be filed_____ spare copies to filed (Register Holder).
8. All annexures and Impugned Order and CM's to be flagged.
9. (i) Certified to the effect that no other petition (ICA/Review/Crl. Orig.) of the same subject matter was filed.
   (ii) Certified that this petition has arisen from violation/fulfillment of obligation under (Quote here provision of law) and that alternate remedy provided by law has been availed of by petitioner.
10. Correction/Cutting/Fluid are not maintainable. Please re-type page No._____.
11. Uncertified and dim Copies to be replaced with bright hand written/typed one.
12. Designation of respondent No._____ be quoted.
13. Proper section of law is Stay/Disposing etc., to be quoted.
14. Duly executed power of Attorney to be filed and colourful power of Attorney is not maintainable.
15. Typed Index to accompany the petition.
16. Un-certified copies of Annexures to be attested by learned Counsel giving his name in block letters.
17. Application to dispense with to production of certified copies of the Impugned Order/Annexures with necessary petition to be filed.
18. Annexure(s) is/are insufficiently stamped to the extent of Rs._____.
19. Name of respondents wanted as the present petition relates to contempt proceedings.
20. Petition/Appeal has not been drafted by an authorized person.
21. Certificate to be approved to the effect that the officer, impleaded by name as respondent has personal liability.
22. An affidavit duly attested to be filed.
23. One writ petition is not competent. Separate writ petition of each petition to be filed.
24. Writ petition is not arranged to the office Order/Index.
25. (i) Certificate to be given to the effect that ICA/Review is competent.
    (ii) Certified that remedy of Appeal, Revision, Review/ application does not exist under the law relating to the present case.
26. Please file it at proper Bench / Court.
27. Copies to be delivered to Advocate General / Deputy Attorney General.
28. Petition is not page marked nor the Annexures marked.
29. Writ Petition cannot be entertained against private person.
30. Certificate to be given on each and every leither copy "Compared with original and found correct".
31. Valid Bail Granting Order.
32. Detail of Annexures mentioned in the Index be given (Original, Certified or uncertified.
33. Certified copies of the Annexures_____ to be filed.
34. Please deposit Rs. 100/- as advance printing charges of ICA.
35. Since the Writ Petition has been decided, Present C.M. is not maintainable.
36. Photocopy of the N.I.C. of the petitioner's filed.
37. Writ Petition is not maintainable in view of Full Bench Judgement (PLD 2005 Lahore 470)
38. Please file Writ Petition on behalf of all aggrieved mentioned in the FIR.
39. Petitioner has no Locus Standi.
40. Writ Petition / C.M. is not maintainable.

_____

_____

_____

_____

41. Remarked with the objection at Serial No.(s)_____ above.
42. Should be submitted after removing the objection within_____ days.

**D.R.R. (Writ)**

# LAHORE HIGH COURT, LAHORE.

## (Commercial Branch).

DIARY NO._____.
DATED:_____.

Objection Memo in respect of Co. Co(Pvt). Commercial Appeal, ICA, WTA, PTR, STR, ETR, CTR, LA, Crl. Org., RA. Custom Ref.

1. It is time barred by _____days.
2. Separate application U/S 5 of the Limitation Act for cond. of delay should filed.
3. The Court fee is insufficient to the extent of Rs. _____.
4. Revenue stamps worth of Rs.3/= to be paid for each non judicial paper.
5. Signature of the Learned Counsel wanted.
6. Certified Copy of Impugned Order to be filed.
7. Spare Copies to be supplied.
8. All annexures and Impugned order and C.Ms to be flaged.
9. Certificate that no other petition on subject matter was filed should be appended.
10. Certified copies are dim and to be replaced with bright copies.
11. Photo copies should be attested by counsel giving his name in block letters.
12. CM. to dispense with the protection of certified copies of the Annex. to be filed.
13. Petitioner accompany typed Index.
14. Annexures insufficient stamped to the extent of Rs._____.
15. Petition/Appeal had not been drafted by authorized person.
16. Name of respondents wanted as the present petition relates to Conte. proceedings.
17. The list of creditors be supplied.
18. The List of Share holders be supplied.
19. The Name of Article of Association be supplied.
20. A copy of the resolution of directors/shareholders be supplied.
21. Attested Affidavit to be filed.
22. Proper Section of law in stay/petition etc. to be quoted.
23. Duly executed power of Attorney to be filed.
24. Please file it at proper Bench.
25. Petition is not page-marked not the Annexures marked.
26. Please deposit Rs.100/= advance printing charges of I.C.A.
27. Certificate to be given to the effect that ICA/Review is competent.
28. Certified that remedy of ICA, RA, of representation does not exist under the law relating to the present case.
29. Photo copy of National Identity Card of the petitioners to be filed.
30. Better copies to be supplied of _____.
31. _____
32. _____
33. _____.

Returned with objections at Nos._____above to be resubmitted after removal of these objections within three days.

D.R.R. (Commercial)

Assistant Registrar(Urgent Cell)

IN THE LAHORE HIGH COURT, LAHORE.

OBJECTION MEMO:- DIARY NO. _____

1. Revenue stamps of Rs. 3/- to be paid for each non-judicial paper
2. Signature of the counsel of the appellant / petitioner is writing.
3. The provision under which the appeal / petition has be filed be mentioned/corrected.
4. Approved file cover be filed.
5. Full Affidavit is not attested / appended.
6. Appeal /petition and certified copies of Annexure are not properly indexed/paged marked.
7. Certificate to be furnished as to whether any / appeal /petition on the subject was previously filed.
8. No indication of urgency on the urgent form.
9. There should be separate application for each prayer.
10. Copy of Appeal/petition has not been delivered to the Prosecutor General Punjab/Deputy Attorney General/Advocate General.
11. The Appeal/Petition is barred _____ days.
12. Certified copy of _____ is filed.
    a) Copy of FIR is signed with the designation of the concerned authority.
    b) Copy of bail petition ground before ASJ be filed.
    c) Attached copy of reference case of this Hon'ble Court.
    d) Copy of FMR,MLR be filed.
13. Correct No of referred case (s) has been given.
14. Memorandum of parties names has not been filed.
15. Petition containing over writing addition and deletion is not entertained. Kindly file fair drafted petition.
16. Appeal /Revision _____ is not entertainable.
17. Power of Attorney has not been attached.
18. Petition should be signed by a person competent to do so;
19. Case relates to _____ Seat / Bench.
20. One more file cover and spare copies be filed.
21. Please specify where the petitioner /appellant is confined /detained.
22. Prescribed Form of Revision /Appeal be filed.
23. Appeal/Petition/Documents be paged/flagged/indexed.
24. Certificate "compared with the original and found correct and nothing has been deleted, added, omitted or changed" has been made therein.
25. Certificate to be furnished by learned counsel the petitioner in the pre-arrest bail is a genuine person and that the identified his or a photocopy of national Identity Card of the petitioner be filed.
26. Typed index to accompany Appeal/Petition.
27. Separate application for condonation of delay under section 5 of Limitation Act should be filed.
28. The Court fee is insufficient to the extent of Rs. _____
29. Please implied complainant as party.
30. Please file complete better copy of FIR
31. _____

Returned with the objection (a) at Serial No. (s) _____ above to be resubmitted after removing the objection) within limitation / three days .

D.R.R (CRIMINAL)

IN THE LAHORE HIGH COURT, LAHORE.

DIARY NO. _____

OBJECTION MEMO:-

1. Revenue stamps of Rs. 3/- to be paid for each non-judicial paper.
2. Signature of the counsel of the appellant / petitioner is wanting.
3. The provision under which the appeal / petition has be filed be mentioned/corrected.
4. Approved file cover be filed.
5. Full Affidavit is not attested / appended.
6. Appeal /petition and certified copies of Annexure are not properly indexed/paged marked.
7. Certificate to be furnished as to whether any / appeal /petition on the subject was previously filed.
8. No indication of urgency on the urgent form.
9. There should be separate application for each prayer.
10. Copy of Appeal/petition has not been delivered to the Prosecutor General Punjab/Deputy Attorney General/Advocate General.
11. The Appeal/Petition is barred _____ days.
12. Certified copy of _____ is filed.
    a) Copy of FIR is signed with the designation of the concerned authority.
    b) Copy of bail petition ground before ASJ be filed.
    c) Attached copy of reference case of this Hon'ble Court.
    d) Copy of PMR,MLR be filed.
13. Correct No of refered case (s) has been given.
14. Memorandum of parties names has not been filed.
15. Petition containing over writing addition and deletion is not entertained. Kindly file fair drafted petition.
16. Appeal /Revision _____ is not entertainable.
17. Power of Attorney has not been attached.
18. Petition should be signed by a person competent to do so;
19. Case relates to _____ Seat / Bench.
20. One more file cover and spare copies be filed.
21. Please specify where the petitioner /appellant is confined /detained.
22. Prescribed Form of Revision /Appeal be filed.
23. Appeal/Petition/Documents be paged/flagged/indexed.
24. Certificate "compared with the original and found correct and nothing has been deleted, added, omitted or changed" has been made therein.
25. Certificate to be furnished by learned counsel the petitioner in the pre-arrest bail is a genuine person and that the identified his or a photocopy of national Identity Card of the petitioner be filed.
26. Typed Index to accompany Appeal/Petition.
27. Separate application for condonation of delay under section 5 of Limitation Act should be filed.
28. The Court fee is insufficient to the extent of Rs. _____
29. Please implied complainant as party.
30. Please file complete better copy of FIR _____
31. _____

Returned with the objection (s) at Serial No. (s) _____ above to be resubmitted after removing the objection within limitation / three days.

(CRIMINAL)

## 8.4 Judges' Roster

Lahore High Court, Lahore

# ROSTER OF HON'BLE JUDGES

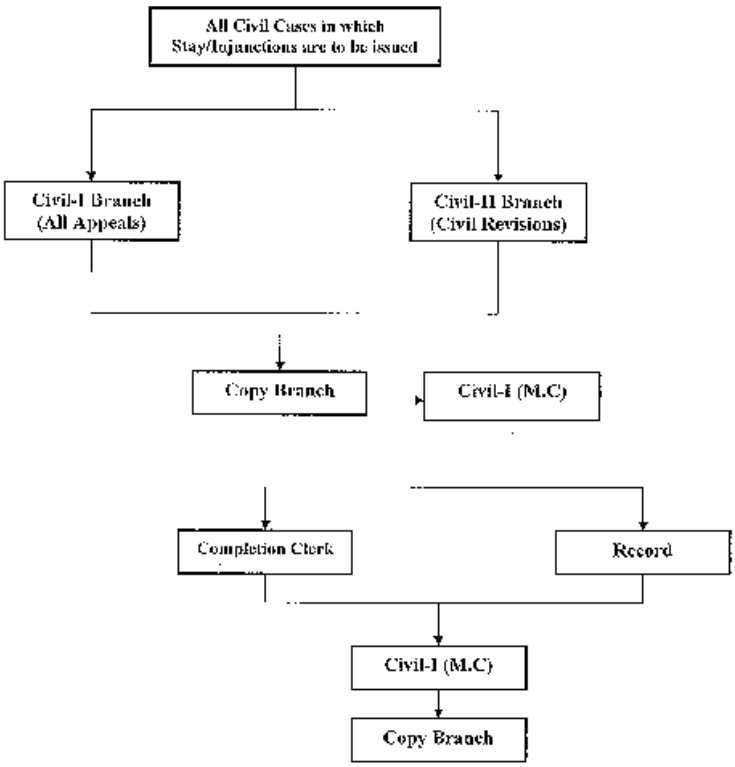
Roster Date: 02-04-2013

Printed At: Monday April 1 2013 2:47 PM

| S.No. | Bench Code | Hon'ble Bench | Heap No. |
|---|---|---|---|
| 1 | A2112 | Mr. Justice Muhammad Yawar Ali | 1 |
| 2 | D336 | The Chief Justice,Mr. Justice Shujaat Ali Khan | 2 |
| 3 | DB81 | Mr. Justice Nasir Saeed Sheikh,Mr. Justice Shahid Waheed | 3 |
| 4 | DB119 | Mr. Justice Mazhar Iqbal Sidhu,Mr. Justice Syed Muhammad Kazim Raza Shamsi | 4 |
| 5 | S385 | Mr. Justice Kh. Imtiaz Ahmad | 5 |
| 6 | SB_18 | Mr. Justice Sayyed Mazhar Ali Akbar Naqvi | 6 |
| 7 | S3110 | Mr. Justice Muhammad Khalid Mehmood Khan | 7 |
| 8 | DB93 | Mr. Justice Ijaz Ul Ahsan,Mrs. Justice Ayesha A. Malik | 8 |
| 9 | DB83 | Mr. Justice Sh. Najam Ul Hasan,Mr. Justice Mehmood Maqbool Bajwa | 9 |
| 10 | A3129 | Mr. Justice Syed Muhammad Kazim Raza Shamsi | 10 |
| 11 | C4135 | Mr. Justice Shujaat Ali Khan | 11 |
| 12 | SB138 | Mr. Justice Ali Baqar Najafi | 12 |
| 13 | C131 | Mr. Justice Nasir Saeed Sheikh | 14 |
| 14 | SB93 | Mr. Justice Ijaz Ul Ahsan | 15 |
| 15 | DB85 | Mr. Justice Kh. Imtiaz Ahmad,Mr. Justice Muhammad Khalid Mehmood Khan | 16 |
| 16 | C3128 | Mr. Justice Mehmood Maqbool Bajwa | 17 |
| 17 | DB86 | Mr. Justice Manzoor Ahmad Malik,Mr. Justice Malik Shahzad Ahmad Khan | 18 |
| 18 | SB96 | The Chief Justice | 20 |
| 19 | SB85 | Mr. Justice Sh. Najam Ul Hasan | 21 |
| 20 | SB94 | Mr. Justice Syed Mansoor Ali Shah | 22 |
| 21 | A1119 | Mr. Justice Mazhar Iqbal Sidhu | 23 |
| 22 | C2137 | Mr. Justice Shahid Waheed | 24 |
| 23 | SB136 | Mrs. Justice Ayesha A. Malik | 25 |

## 8.5 Issue Process

**Copy Issuing Process (J.I.S. Civil)**




**Ijaz Ahmed**
**Assistant Registrar (Civil-I)**

**Deputy Registrar (Judl-II)**

# Addendum 4: Useful Add-Ons: Tender Format

**A. IMPLEMENATION STRATEGY**

A.1 In this section, the Tenderer shall describe its intended implementation strategy.
A.2 The Tenderer shall propose testing tools and testing methodologies to verify that the design satisfies the System Performance Requirements depicted in the tender requirements.

**B PROPOSAL FOR THE SYSTEM**

B.1 This section shall contain a comprehensive description of the System development, a clear and comprehensive description of each item of the equipment and software proposed.
B.2 The Tenderer shall provide details on the functionality of all hardware and software, the overall system architecture showing how the various proposed modules and systems fit together; areas of risks that could impact the successful completion of the development of the system and how these risks could be managed.
B.3 This section shall contain the performance specifications of the propose hardware and software required, together with maximum and incremental expansion capabilities. The Tenderer shall also provide information on the proposed hardware for the System.
B.4 The section shall contain a comprehensive account of all System software proposed. The Tenderer shall furnish explanations, where applicable, to all software requirements.
B.5 The Tenderer shall also provide information on the proposed software.
B.6 The Tenderer shall provide schematic diagrams of the installation of all items of the equipment to be supplied showing the components, the inter-connections and connections. The description shall include, but not limited to, the advantages and disadvantages of the proposed configuration related to the requirements specified.
B.7 The Tenderer shall state all assumptions and calculations made for this proposal. The Tenderer shall clearly explain with detailed calculations how the configuration will meet the requirements specified for System availability, reliability, response time, data storage, performance and other requirements. The Tenderer shall also state and justify all assumptions made in the calculations and substantiate the explanations with performance statistics from existing similar installations.
B.8 The Tenderer shall give details on how the proposed System will provide facilities for recovery, restart, backup and automatic switching to use alternative components to ensure a high level of System availability with minimal human intervention.
B.9 The Tenderer shall refer to Part 2 Chapter 14 on the information required to be included in the proposal.

**C PROJECT ORGANISATION**

C.1 In this section the Tenderer shall propose the project organisation detailing the project structure, roles, responsibilities and expertise levels of project team members and project control mechanisms, in the area of system development and implementation, maintenance, support, card supply and monitoring, Facility Management etc.
C.2 The project structure must show the composition of the project team in the form of an organisation chart that includes the reporting structure and the relationship to third party vendors or sub-contractors if applicable.
C.3 The Tenderer shall describe how it is able to meet the Service Levels required by the Lahore High Court.
C.4 The Tenderer shall include a comprehensive resume of each team member proposed for this tender for the various aspects of the tender.
C.5 The Tenderer may include any relevant additional information in the resume to reflect the expertise of the proposed consultants.

C.6 The Tenderer shall submit the Curriculum Vitaes (CV) of the personnel to be assigned for this contract for evaluation purpose. The CVs shall include detailed write-up on the experience of the Tenderer's personnel. The Tenderer shall state clearly how the experience of the proposed Tenderer's personnel is relevant to his/her role in the project, including:

- A brief description of past and present work portfolio;
- Education / Professional qualifications / certifications;
- Professional / technical experience relevant to Tender; and
- Reference sites

C.7 The Tenderer shall organize the personnel by the following types of expertise / skill:

- Project Management
- System & Application Architecting & Integration
- Systems Performance Testing and Quality Assurance
- Performance measurement, assessment and improvement methods
- System & Application Development, Implementation and Integration
- System & Application Maintenance / Technical Support
- IT security
- Training

C.8 The Tenderer shall submit detailed proposal on any other value-added services that will be offered.

**D CHANGE MANAGEMENT AND TRAINING**

D.1 The Tenderer shall provide in this section, details of its proposal with regards to change management and training as part of this tender proposal.

D.2 The Tenderer shall include in this section information on the type of training target audience, the duration of each class, the number of classes, the number of trainees per class, pre-requisite, venue, schedule of the classes etc.

D.3 The Tenderer shall provide detailed information on the number and qualifications, details of local training operations, current clients that will substantiate the training support claims, response time for unscheduled training courses and policy for distribution of training materials, availability of personnel for occasional consultation and how requirements can be provided to the Board.

**E INFORMATION ON DOCUMENTATION**

E.1 The Tenderer shall list in this section all the documentation to be provided. Documentation already available may be submitted as part of the Tender Proposal.

**F PROPOSED METHODOLOGY, STANDARDS AND GUIDELINES**

F.1 This section shall contain a comprehensive description of the proposed methodology for application software development and maintenance.

F.2 The deliverables pertaining to each activity of the proposed methodology should be highlighted.

F.3 The Tenderer shall also provide the list of standards and guidelines that they will apply for the proposed System. A copy of these guidelines shall be made available to the Board during tender evaluation when required.

**G PROPOSED SYSTEM SUPPORT & MAINTENANCE**

G.1 This section shall contain a record of the Tenderer's commitment on support services to the Board. The Tenderer must provide detailed information on how support services can be provided to the Board.

G.2 Details of the number, experience profile and professional qualifications of the Tenderer's personnel for the System must be given. The Tenderer must provide the resume of every support staff proposed for this tender

G.3 The Tenderer shall attach the Staff Retention Strategy, Staff Exit Strategy in this tender.

**H PROPOSED FACILITIES MANAGEMENT SERVICES**

H.1 The Tenderer shall propose the Facilities Management services to manage the system in an on-going manner.

**I CUSTOMER REFERENCES**

I.1 The Tenderer shall list all its customers in Pakistan and major customers abroad who have purchased and / or used / implemented the proposed System. For each customer listed, the Tenderer is to also list the product(s) purchased and the estimated user-base.

I.2 The Tenderer shall submit at least three (3) customer references whom the Board can contact, including to seek feedback on the performance of the proposed Principle Project Manager or Project Managers and Team Leads.