

Tender Reference Number: 3/2018

Issue Date of Tender: 18 August 2018

BIDDING DOCUMENT

**Supply of Stationery & Other Items and
Catering Services alongwith Lunch, Dinner and Tea etc.**



Law and Justice Commission of Pakistan

Second Floor, Block-I, Supreme Court Building

Constitution Avenue, Islamabad

Phone # 051-9209412, Fax: 051-9214797

INVITATION FOR BIDS

Supply of Stationery & Other Items and Catering Services alongwith Lunch, Dinner and Tea etc.

The LAW AND JUSTICE COMMISSION OF PAKISTAN (LJCP) invites sealed bids from the manufacturers/authorised distributors/suppliers/caterers registered under the Sales Tax Act for Supply of Stationery & Other Items and Catering Services alongwith Lunch, Dinner and Tea etc.

The bid should accompany Earnest Money/Bid Security of **5%** of the quoted value (refundable) in the shape of Bank Draft/Pay Order (only) in favour of the Law and Justice Commission of Pakistan.

Single Stage-One Envelop procedure shall apply. Bids enclosed in an envelope with the Earnest Money/Bid Security must reach the undersigned on or before 05 September 2018 at 11:00 a.m.

Bids will be opened on the same day at **11:30 a.m.** in the presence of Bidders or their representatives in the **Conference Room of the LJCP, Block-I, 2nd Floor, Supreme Court Building, Constitution Avenue, Islamabad.**

Complete Bidding Document may be downloaded from www.ppra.org.pk and www.ljcp.gov.pk websites or may be obtained from the Secretariat of the Law and Justice Commission of Pakistan.

Incomplete, ambiguous and conditional bids shall not be accepted. Bids can be submitted by post or delivered in the Law and Justice Commission of Pakistan at Block-I, 2nd Floor, Supreme Court Building, Constitution Avenue, Islamabad.

Raja Muhammad Faisal Iftikhar
Deputy Secretary-Admin
Law and Justice Commission of Pakistan
Islamabad.
Phone: 051-9209412

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1: GENERAL CONDITIONS FOR BIDDING

1.1: Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document/s may contact the Deputy Secretary-Admin, Law and Justice Commission of Pakistan (LJCP) by email, fax or registered post at faisal@ljcp.gov.pk, 051-9214797 and Block-I, 2nd Floor, Supreme Court Building, Constitution Avenue, Islamabad, respectively.

- (a) The Deputy Secretary-Admin will respond to any query for clarification prior to the deadline for the submission of bids.

1.2: Amendment of Bidding Documents

- (a) At any time prior to the deadline for submission of bids, the LJCP may, for any reason, modify the Bidding Document by issuing an addendum.
- (b) Any addendum thus issued shall be part of the Bidding Document and shall be made available online on the official websites of PPRA and LJCP.
- (c) The LJCP may at its discretion extend the deadline for the submission of bids.

1.3: Eligible Bidders

Bidding is open to all firms meeting the following criteria:

- (a) The Bidder shall be a manufacturer/ authorised distributor/ supplier/ caterers.
- (b) The Bidder must have successfully completed at least three (03) contracts of a similar nature and size as requisitioned under the Bidding Document. Documentary evidence to this effect must be provided with the bid, which includes a copy of the contract/purchase order, certificate from the client for successful completion of contract.
- (c) The Bidder should not be blacklisted.
- (d) The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).
- (e) The Bidder should be registered under the Sales Tax Act with a National Tax Number (NTN), General Sales Tax (GST) and Vendor Number.

1.4: Documents Comprising the Bid

The bid shall comprise of the following documents:

- (a) Bid Form (available in the Bidding Document).
- (b) Bidder's information Form (available in the Bidding Document).
- (c) Price Schedule Form (available in the Bidding Document).
- (d) Power of attorney in accordance with section 2 (2.4).

- (e) Earnest Money/Bid Security.
- (f) Declaration on stamp paper by the Bidder that his firm is not blacklisted.
- (g) Copies of NTN, General Sales Tax, Vendor Number and ATL.
- (h) Evidence of Tax Return.

1.5: Sufficiency of bid

Each Bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

- 1.6:** Prior to the detailed evaluation of bids, the Law and Justice Commission will determine whether the Bidder fulfills all requirements of eligibility criteria as per section 1.3. If the Bidder does not fulfill any of these conditions, it will not be evaluated further.

1.7: Criteria for Bid Evaluation

- (a) The cost of bid should be inclusive of supply of the Goods/Services. No separate cost shall be entertained.
- (b) The bidder should quote one price for each item. Two or more prices for one item will be treated as non-responsive so far as it relates to that quoted item.
- (c) Bidder may bid for all Goods/Services as mentioned in the schedule of requirement form or may bid separately for any of the items.
- (d) Bidders cannot bid for partial quantities of an item in the schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF ANY ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.
- (e) Any bid found as conditional or in any manner whatsoever ambiguous will be treated as non-responsive and will be rejected.

1.8: Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Law and Justice Commission of Pakistan will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.9: Earnest Money/Bid Security

- (a) Each Bidder shall furnish the required Earnest Money/Bid Security in favour of the Law and Justice Commission of Pakistan. The Earnest Money/Bid Security shall be valid for a period as specified in the Bidding Data Form.
- (b) Any bid not accompanied by Earnest Money/Bid Security shall be rejected by the LJC treating it as non-responsive.
- (c) The Earnest Money/Bid Security of an unsuccessful Bidder will be returned to him after the award of the contract.
- (d) The Earnest Money/Bid Security of the successful Bidder(s) will be returned on satisfactory performance of Job or supply of relevant item(s).
- (e) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he fails to timely deliver the good(s) or provision of services.
- (f) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if

he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price.

1.10: The Goods

- (a) The Goods delivered should be new and in no case used or refurbished.
- (b) If the concerned officers of the LJCP reject any Good during its opening due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period at his own cost.

1.11: The Services

- (a) The bidder has to ensure supply of the specified quantity, good quality and hygienic food.
- (b) The successful bidder shall supply crockery and cutlery in good quality and specified quantity.

1.12: Dispute Resolution

In the case of a dispute between the LJCP and the successful Bidder, the dispute shall be decided in accordance with the laws of the Islamic Republic of Pakistan.

1.13: Rejection of Bids

Bid may be rejected if:

- a) Eligibility criteria is not met as per section 1.3.
- b) Bid submitted without the required Earnest Money/Bid Security.
- c) Bid is received after the specified date and time as per the Bidding Data Form.
- d) If the Bidder has no GST or NTN or Vendor Number.
- e) Any other major discrepancy found in the proposal.

2: SUBMISSION OF BID (Instructions to Bidders)

- 2.1 The Bidder is expected to follow all instructions and specifications in the bidding document.
- 2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may result in the rejection of the bid.
- 2.3 The bid shall remain valid for the period stipulated in the Bidding Data Form.
- 2.4 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.
- 2.5 Official seal shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.
- 2.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.7 The bid shall be delivered in person or sent by registered mail at the address given in the Bidding Data Form not later than the time and date stipulated therein.
- 2.8 The bid should be addressed to the Deputy Secretary-Admin, Law and Justice Commission of Pakistan. The name and address of the Bidder should also be available on the envelope to enable the bid to be returned unopened in case it is declared "Late".
- 2.9 A bid submitted through fax or e-mail shall not be considered.
- 2.10 Any bid received after the deadline will be returned unopened to the Bidder.
- 2.11 The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the LJCP prior to the deadline prescribed for submission of bids.
- 2.12 No bid shall be modified after the deadline for submission of bids.
- 2.13 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.
- 2.14 The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing /applicable taxes.
- 2.15 If these instructions to Bidders are not fully complied with, the bid may be rejected.

3: BID OPENING, CLARIFICATION AND EVALUATION

- 3.1 The bids will be opened in the presence of the Bidders or their representatives who choose to attend at the time, date and location stipulated in the Bidding Data Form.
- 3.2 Bidders or their representatives of the Bidders who choose to attend shall sign the attendance sheet.
- 3.3 The Bidder's name, bid price, the presence or absence of the Bid Security, and such other details as the LJCP at its discretion may consider appropriate, will be announced at the time of bid opening.
- 3.4 A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.
- 3.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 3.6 LJCP will evaluate and compare the bids which have been determined to be substantially responsive.
- 3.7 The LJCP shall announce the result of the bid evaluation at least ten (10) days prior to the award of contract on the official websites of LJCP and PPRA.
- 3.8 No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the Bidder.
- 3.9 The LJCP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bid Evaluation:

- 3.10 Bids will be opened on the tender opening date as specified in the Bidding Data Form.
- 3.11 Bids will be opened at the time and date as mentioned in the Bidding Data Form.
- 3.12 To assist in the examination, evaluation and comparison of bids, the LJCP may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 3.13 The bids will be evaluated as per specifications laid down for each item/service proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be

accepted.

- 3.14 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the Bidder does not accept the corrected bid price, his bid will be rejected and his Bid Security shall be forfeited.

**4: TIME FOR COMPLETION OF CONTRACT AND WARRANTY
(Instructions to Bidders)**

4.1 Supply of Goods and Services

- a) Goods/Services shall be delivered/provided at the LJCP office or any other notified place within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.
- b) If the Bidder fails to deliver or provide any or all of the Goods/Services within the period specified, the LJCP shall, without prejudice to its other remedies under the Contract, deduct from the tender price, as liquidated damages, at the rate of ten percent (10%) of the tender price of the delayed Good(s) and LJCP reserves the right to adopt any course permissible and the firm shall be blacklisted.
- c) If any fault /defect occurs in the Goods or quality of service, it will be replaced/rectified by the Bidder at his own risk and cost.

**5: PROCESS TO BE CONFIDENTIAL
(Instructions to Bidders)**

- 5.1 No Bidder shall contact any officer of the LJCP on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least ten (10) days prior to Award of Contract.
- 5.2 Any effort by a Bidder to influence any officer of the LJCP in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.
- 5.3 Whereas, any Bidder feeling aggrieved may lodge a written complaint after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

6: AWARD OF CONTRACT

6.1 Award Criteria and Right of the Law and Justice Commission of Pakistan

- a) The LJCP shall award the Contract to the Bidder(s) whose bid has been determined to be substantially responsive to the Bidding Document.
- b) The LJCP reserves the right to:-
 - i. increase or decrease the quantity of the Goods/Services without any change in the unit price or other terms and conditions.
 - ii. accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the LJCP's action except that the grounds for its rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, without justification of the grounds.
 - iii. notice of the rejection of bids shall be given to the Bidders.
- c) The LJCP observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the Bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

6.2 Notification of Award

Prior to expiry of the period of bid validity, the LJCP will notify the successful Bidder in writing that his bid has been accepted.

6.3 Performance Guarantee

The successful Bidder shall be bound to furnish a performance guarantee as provided in the Bidding Data Form.

6.4 Payment and Currency

Payment shall be made in Pak. Rupees after successful delivery of the Goods/ Services.

6.5 All applicable taxes shall be deducted at source as per Government Rules.

6.6 Signing of the Contract Form

As the Law and Justice Commission of Pakistan notifies the successful Bidder that its bid has been accepted, the LJCP will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties.

6.7 The successful Bidder shall sign and date the Contract Form and return it to the LJCP on the same day of the receipt of the said Contract Form.

7: BIDDING DATA FORM

- | | |
|--|---|
| (1) Brief description of work: | Supply of Stationery & Other Items and Cattering Services alongwith Lunch, Dinner and Tea etc. |
| (2) Bid Currency: | The bid to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees. |
| (3) Deadline for Submission of bid: | 11:00 AM on 5 September 2018. |
| (4) Address for submission and opening of bid: | The Law and Justice Commission of Pakistan, Second Floor, Supreme Court Building, Constitution Avenue, Islamabad. |
| (5) Time and date of TechnicalBid opening: | 11:30 AM on 5 September 2018 |
| (7) Validity of bid: | Sixty (60) days from the date of bid opening. |
| (8) Value of Earnest Money/Bid Security | Five percent (5%) of the quoted value in the shape of Bank Draft/Pay Order (only). |
| (9) Validity of Earnest Money/Bid Security | Sixty (60) days from the bid opening. |
| (10) Timeframe for completion: | The successful Bidder shall be bound to supply theGoods/Servicesat location and time as specified in the Shedule of Requirement Form. |
| (11) Performance Guarantee | Five percent (5%) of the bid price in the form of a bank guarantee, which shall be retained till the conference. |
| (12) Venue | The Law and Justice Commission of Pakistan or any other notified place. |

8: BID FORM

LJCP Tender Reference No. _____

Bid Reference No. _____

To:

The Deputy Secretary-Admin,
Law and Justice Commission of Pakistan
Supreme Court Building, Islamabad.

Dear Sir,

- (1) Having examined the Bidding Document, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to supply the bid for Goods/Services.
- (2) We, the undersigned, offer to supply and deliver the bid for Goods/Services in conformity with the said Bidding Document for the sum of Rs. _____.
- (3) As security for due performance of the undertakings and obligations of this bid, we submit herewith an Earnest Money/Bid Security as provided in clause 8 of the Bidding Data Form.
- (4) We undertake to deliver and complete the supply of Goods/Services within the time as provided in the Schedule of Requirement Form.
- (5) We agree to abide by this bid upto its valid period as mentioned in the Bidding Data Form and it shall remain binding upon us and may be accepted by LJCP at any time before the expiry of that period.
- (6) We understand that you are not bound to accept the lowest or any bid you may receive.
- (7) We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid.

Dated _____, 2018

Signature _____

Name of Bidder: _____

Address: _____

Mobile #: _____

Seal: _____

9: BIDDER'S INFORMATION FORM

Please fill-in the following details:

M/s: _____

Company Owner's Name: _____

Company's Business Address: _____

National Tax Number (NTN) and Date of Registration: _____

Sales Tax Registration Number and Date of Registration: _____

Vendor Number and Date of Registraion: _____

Owner's CNIC #:

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Telephone #: _____

Fax #: _____

Authorised Person's Name: _____

Authorised Person's Designation: _____

Authorised Person's Signature: _____

Seal: _____

10: CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2018 between the Law and Justice Commission of Pakistan (hereinafter called the "Purchaser") and [_____ name of Supplier _____](hereinafter called the "Supplier").

WHEREAS the Purchaser invited bids for the Goods/Services (as set out in the schedule of requirement form) and has accepted the bid of the Supplier for the supply of all of the Goods/Services in the sum of [_____ contract price in words and figures _____].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to.
2. The following documents collectively referred to as "the Bidding Document" shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a. The Bid Form and the Price Schedule Forms submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. GENERAL CONDITIONS OF CONTRACT;
 - d. SPECIAL CONDITIONS OF CONTRACT;
 - e. The Award of Contract;
 - f. Earnest Money/ Bid Security; and
 - g. Performance Guarantee.
3. In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier hereby covenants with the Purchaser to provide the Goods/Services in conformity in all respects with the provisions of the Bidding Document.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods/Services, the tender price.

IN WITNESS whereof the purchaser and the supplier hereto have caused this agreement to be executed in accordance with the relevant laws the day and year first above written.

Signature of the Purchaser: _____ Signature of the Supplier: _____

Date: _____ Date: _____

Seal: _____ Seal: _____

Address: _____ Address: _____

Witness-1: _____ Witness-2: _____

Designation: _____ Designation: _____

CNIC: _____ CNIC: _____

Address: _____ Address: _____

11: PRICE SCHEDULE FORM

Sr. #	Catering for Tea/Lunch/Dinner	Cost per person	Cost of all applicable taxes	Cost inclusive of taxes Col (3) + Col(4)	Persons	Total Cost (inclusive of taxes)
Col (1)	Col (2)	Col (3)	Col (4)	Col (5)	Col (6)	Col (7)
1	Lunch				600	
	Dinner				600	
	Tea				600	
Grand Total						

Sr. #	Name of Goods	Unit Cost	Cost of all applicable taxes	Cost inclusive of taxes Col (3) + Col(4)	Quantity	Total Cost (inclusive of taxes)
Col (1)	Col (2)	Col (3)	Col (4)	Col (5)	Col (6)	Col (7)
1	Ball Points with text printing as per sample				400	
2	Writing Pads with text printing as per sample				400	
3	Lead Pencils with text printing as per sample				400	
4	Panaflex banners of different sizes (price per square foot)					
5	Souvenirs					
Grand Total						

Signature: _____

Seal: _____

12. SCHEDULE OF REQUIREMENT FORM

Sr. #	Name of Goods	Delivery Schedule
1	Lunch	Two Days i.e. 28 and 29 September 2018
	Dinner	
	Tea	

Sr. #	Name of Goods	Delivery Schedule
1	Ball Points with text printing	
2	Writing Pads with text printing	
3	Lead Pencils with text printing	
4	Panaflex banners of different sizes (price per square foot)	
5	Souvenirs	

Venue: The Law and Justice Commission of Pakistan or any other notified place.

Note: Samples of ball point, writing pad, pencils, souvenir can be seen in the Law and Justice Commission of Pakistan.

13: GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

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

- a) "The Bidding Document" shall include the following documents and forms:
 - i. Invitation to Bid;
 - ii. General Conditions for Bidding;
 - iii. Instructions to Bidders;
 - iv. Bidding Data Form;
 - v. Schedule of Requirement Form;
 - vi. Bid Form;
 - vii. Price Schedule Form;
 - viii. Contract Form;
 - ix. General Conditions of Contract;
- b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- d) "The Goods/Services" means Office Supplies and Catering Services for Judicial Conference which the Supplier is required to supply to the Purchaser under the Contract.
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "The Purchaser" means the organization purchasing the Goods/Services.
- g) "The Supplier" means the entity supplying the Goods/Services.
- h) "Day" means calendar day.
- i) "The Supply site" is the Law and Justice Commission of Pakistan or any other notified place.

2. Application

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

3. Standards

The Goods/Services supplied under this Contract shall conform to the standards mentioned in the Bidding Document.

4. Inspection

- 4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods/Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Bidder shall provide sample of each item to be procured along with text to be printed which will be retained by the purchaser.
- 4.2 Should any inspected or tested Goods/Services fail to conform to the Specifications, the Purchaser may reject the Goods/Services. Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.

- 4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.
- 5. Delivery and Documents** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.
- 6. Transportation** The Supplier is required under the Contact to transport the Goods/Services to LJCP at specified places.
- 7. Payment** The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8. Contract Amendments** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.
- 9. Delays in the Supplier's Performance**
- 9.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form.
- 9.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 10.
- 10. Liquidated Damages** If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, LJCP shall deduct from the tender price, as liquidated damages, at the rate of ten (10) percent of the tender price of the delayed Good(s)/Services and LJCP reserves the right to adopt any course permissible to blacklist the firm.
- 11. Termination for Default**
- 11.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract or
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
- For the purpose of this clause:
 "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring

agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

- 12. Force Majeure**
- 12.1 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 12.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 13. Notices**
- 13.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party’s address.
- 13.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

Purchaser’s address for notice purposes:

Name of Officer: Raja Muhammad Faisal Iftikhar
Complete Address: The Law and Justice Commission of Pakistan,
Second Floor, Supreme Court Building, Constitution Avenue, Islamabad.
Phone Number: 051-9209412

Supplier’s address for notice purposes:

Name of Officer:
Complete Address:
Phone Number:

- 14. Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties etc., incurred until delivery of the contracted Goods/Services to the Purchaser.
- 15. Governing Language** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 16. Applicable Law** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.