

Tender Reference Number: 1/2019

Issue Date of Tender: 30 January 2019

BIDDING DOCUMENT

**Supply of Laser Printers, Camera, Scanners, Officer's Chairs,
Visitor's Chairs and File Racks**



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 Laser Printers, Camera, Scanners, Officer's Chairs, Visitor's Chairs
and File Racks

The LAW AND JUSTICE COMMISSION OF PAKISTAN (LJCP) invites sealed bids from the original manufacturers / authorised distributors/suppliers registered under the Sales Tax Act for the Purchase of Laser Printers, Camera, Scanners, Officer's Chairs, Visitor's Chairs and File Racks.

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 - Two Envelop procedure shall apply. Separate sealed Technical and Financial Bids enclosed in an envelope with the Earnest Money/Bid Security must reach the undersigned on or before **18 February 2019 at 11:00 a.m.**

Only Technical 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 at Block-I, 2nd Floor, Supreme Court Building, Constitution Avenue, Islamabad.

Manzoor Ahmed Shaikh
Deputy Secretary
Law and Justice Commission of Pakistan
Islamabad.

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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 which he receives five (5) days prior to the deadline for the submission of bids.
- (b) Description of any query and its response will also be made available online on the official website (www.ljcp.gov.pk) of this Secretariat.

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 an original manufacturer/ authorised distributor/ supplier.
- (b) The Bidder must have at least three (3) years of experience in manufacturing or supplying of similar Goods as requisitioned in this bid.
- (c) 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.
- (d) The Bidder must provide an undertaking for having a service centre in Islamabad/Rawalpindi.
- (e) The Bidder must provide an undertaking for providing after sale service and backup support during the warranty period.
- (f) The Bidder should not be blacklisted.
- (g) The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).
- (h) 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) Certificate of compliance with the technical specifications of each of the items set out on pages 18 -20 for each of the quoted item.
- (e) Power of attorney in accordance with section 2 (2.5).
- (f) Earnest Money/Bid Security.
- (g) Manufacturer Authorization Certificate/ Dealership Certificate.
- (h) Brochures of quoted products.
- (i) Undertaking that quoted product is from the current manufacturing range of the manufacturer.
- (j) Declaration on stamp paper by the Bidder that his firm is not blacklisted.
- (k) Copies of NTN, General Sales Tax, Vendor Number and ATL.
- (l) Audited balance sheet for last three years including profit & loss account and auditors notes.
- (m) Tax Return for the last three years.

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, installation, training, configuration and warranty of the Goods. No separate cost shall be entertained for such work.
- (b) The Goods quoted should be of reputable and well known brands only.
- (c) **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.**
- (d) No alternate model or separate accessories will be accepted as a substitute or replacement for the quoted item.
- (e) The price quoted shall be Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only.
- (f) A Bidder, if he so chooses, can bid for selective Goods from the list of Goods provided for in the Schedule of Requirements. Bidder is also at liberty to bid for all the Goods mentioned in the Schedule of Requirements.

- (g) Bidders cannot bid for partial quantities of an item in the Schedule of requirement. **THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.**
- (h) 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 LJCP 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 as the Bidder furnishes his work satisfactorily.
- (e) The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited if he fails to timely deliver the good(s).
- (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) The Goods should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.
- (c) Only sealed pack Goods shall be accepted which will be opened by the representative of the firm in the presence of the concerned officers of the LJCP.
- (d) If the concerned officers of the LJCP reject an Goods during its opening/installation due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period.

1.11: Dispute Resolution

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

1.12: Rejection of Bids

Bid may be rejected if:

- a) Eligibility criteria is not met as per section 1.3.
- b) Bid is 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) Specifications and other requirements are not properly adhered to or

manufacturer's brochure shows specifications different from those given in the tender.

- e) If the Bidder has no GST or NTN or Vendor Number.
- f) Service center is not located in Islamabad/Rawalpindi.
- g) 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 inner and outer envelopes 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 prices, 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 The LJCP may waive any minor informality or nonconformity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.9 No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the Bidder.
- 3.10 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.
- 3.11 In exceptional circumstances, the LJCP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request to extend the validity of bid will not be required nor permitted to modify the bid.

Technical Bid Evaluation:

- 3.12 Only Technical Proposals will be opened on the tender opening date as specified in the Bidding Data Form. The Financial Proposals shall be retained in the LJCP's custody without opening.

- 3.13 Initially, the Technical Proposals shall be evaluated without reference to the price. Financial Proposals of only technically qualified Bidders shall be opened.
- 3.14 Bids will be opened at the time and date as mentioned in the Bidding Data Form.
- 3.15 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.
- 3.16 The bids will be evaluated as per specifications laid down for each Goods proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be accepted.

Financial Bid Evaluation:

- 3.17 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.
- 3.18 In case of the same rate being offered by two or more Bidders, the deciding factor will be longer period of warranty.

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

4.1 Supply of Goods

- a) Goods shall be delivered and installed at the LJCP office Block No.1, 2nd Floor, Supreme Court Building, Constitution Avenue, Islamabad 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 any or all of the Goods 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 one percent (1.0%) of the tender price of the delayed Good(s) for each week until actual delivery is made. Maximum deduction shall not exceed ten percent (10%) of the tender price. Once the maximum is reached, the LJCP may consider termination of the contract.

Explanation: The words, “the Goods”, include those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations.

4.2 Warranty

- a) A comprehensive on-site warranty period for the Goods supplied must be mentioned. Preference will be given to those who offer maximum warranty period.
- b) The warranty period will start from the date of testing of the Goods.
- c) If any fault /defect occurs in the Goods during the warranty period, it will be replaced by the Bidder at his own risk and cost.
- d) The Bidder shall provide the services of maintenance within 48 hours after filing of a complaint by the LJCP. If repair is not possible, then the Bidder will provide substitute Goods till the rectification of fault.

**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 not later than fifteen (15) days 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 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 after successful installation, training and operation of the Goods in Pak. Rupees.

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 within three (3) days of the receipt of the said Contract Form.

7: BIDDING DATA FORM

- | | |
|--|---|
| (1) Brief description of work: | Supply of Laser Printers, Camera, Scanners, Officer's Chairs, Visitor's Chairs and File Racks. |
| (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 18 February 2019 |
| (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 Technical Bid opening: | 11:30 AM on 18 February 2019 |
| (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 | Ninety (90) days from the bid opening. |
| (10) Timeframe for completion: | The successful Bidder shall be bound to supply, commission and test the Goods at LJCP within a period as specified in the Schedule 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 expiry of the warranty period. |
| (12) Warranty period: | As mentioned in the specifications of each item. |

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 and install the bid Goods.
- (2) We, the undersigned, offer to supply and deliver the bid Goods 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, installation, testing and training within the time as provided in the Schedule of Requirement as per section 1.7(a).
- (5) We agree to abide by this bid upto its validy 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 _____, 2019

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 Registration: _____

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 on the ___ day of _____ 20__ between the Law and Justice Commission of Pakistan (hereinafter called the "Purchaser") and _____ (hereinafter called the "Supplier").

WHEREAS the Purchaser invited bids for the Goods (as set out in the schedule of requirement form) [_____] and has accepted the bid of the Supplier for the supply of any or all of the said Goods in the sum of Rs. _____

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 Form submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. The Technical Specification;
 - d. GENERAL CONDITIONS OF CONTRACT;
 - e. SPECIAL CONDITIONS OF CONTRACT;
 - f. The Award of Contract;
 - g. Earnest Money/ Bid Security; and
 - h. 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 in conformity in all respects with the provisions of the Bidding Documents.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods, 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. #	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	Monochrome Printers				6	
2	Digital Single Lens Reflex (DSLR) Camera				1	
3	File Racks				8	
4	Scanner				2	
5	Officer's Chairs				8	
6	Visitor's Chairs				20	
Grand Total						

Signature: _____

Seal: _____

12. SCHEDULE OF REQUIREMENT FORM

Sr. #	Name of Goods	Delivery Schedule
1	Monochrome Printers	15 DAYS
2	Digital Single Lens Reflex (DSLR) Camera	15 DAYS
3	File Racks	15 DAYS
4	Scanner	15 DAYS
5	Officer's Chair	15 DAYS
6	Visitor's Chair	15 DAYS

13: TECHNICAL SPECIFICATIONS

Sr. #	Goods	Specification
1	Monochrome Printer	<p>Technology: Laser</p> <p>Paper Size: Legal</p> <p>Print Speed: 40PPM (min:)</p> <p>First paper out: Less than 10 Seconds</p> <p>Resolution: 1200x1200dpi or higher</p> <p>Processor Speed: 800Mhz (min)</p> <p>Connectivity: USB, RJ45, Wi-Fi</p> <p>Auto Duplex Printing</p> <p>Mobile printing (e-print)</p> <p>Paper Trays: 2 trays</p> <p>Compatible with Window 8, 10, Server 2012 and MAC OS</p> <p>1 Year comprehensive warranty (Parts and Labour / Service)</p>
2	Digital Single Lens Reflex (DSLR) Camera	<p>Camera Type: Digital Single-lens reflex digital camera (DSLR)</p> <p>Image Sensor Type: CMOS</p> <p>Pixels: Minimum 24 Megapixels</p> <p>Peripheral Connections: High-speed USB, HDMI, Mic/Audio In (3.5 mm), Remote Controller</p> <p>Video Format: MOV or MP4 or any other</p> <p>Multiple Focus Points: Supported</p> <p>Auto Focus: Supported</p> <p>Display: Minimum 3 inch with touch sensitivity</p> <p>Built in Flash</p> <p>Rechargeable Li-ion battery with AC charger 220V</p> <p>All standard original accessories including the following:</p> <p style="padding-left: 40px;">HDMI Cable: Included</p> <p style="padding-left: 40px;">Data Transfer Cable: Original Included</p> <p style="padding-left: 40px;">SD Card: Minimum 32 GB included</p> <p style="padding-left: 40px;">OEM Tripod Stand: Included</p> <p style="padding-left: 40px;">Carry Bag: Branded, Included</p> <p style="padding-left: 40px;">Warranty: Minimum One Year</p>

3	File Racks	<p>As per sample (Bidder can visit the Secretariat of Law & Justice Commission between 9:30 AM to 4:40 PM on working days (Monday to Friday) to inspect the sample)</p> <p>Height: 8 Feet Width: 3 Feet Shelve Depth: 1 Foot Shelve Height: 1 Foot Foot: 3 Inches</p>
4	Scanner	<p>Resolution: Up to 600 dpi (color and mono)</p> <p>Input type: Sheetfed / Auto document feeder</p> <p>Connectivity: USB 2.0 (Hi-Speed)</p> <p>Speed: Upto 30 PPM with two-sided scanning that captures both sides at one pass.</p> <p>Paper Size: Support A4 & Legal size paper</p> <p>Compatible with Windows & Mac OSX Operatind System</p>
5	Officer's Chairs	<p>As per sample (Bidder can visit the Secretariat of Law & Justice Commission between 9:30 AM to 4:40 PM on working days (Monday to Friday) to inspect the sample)</p>
6	Visitor's Chairs	<p>As per sample (Bidder can visit the Secretariat of Law & Justice Commission between 9:30 AM to 4:40 PM on working days (Monday to Friday) to inspect the sample)</p> <p>Material: Sheesham Wood with lacquer polish</p> <p>Cushion: Cloth / leatherite</p>

14: GENERAL CONDITIONS OF 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. Technical Specifications;
 - vii. Bid Form;
 - viii. Price Schedule Form;
 - ix. Contract Form;
 - x. General Conditions of Contract; and
 - xi. Special 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" means all of the computer, hardware, software, LED TV and interactive board which the Supplier is required to supply to the Purchaser under the Contract.
- e) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- f) "GCC" means the General Conditions of Contract contained in this section.
- g) "SCC" means the Special Conditions of Contract.
- h) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- i) "The Supplier" means the entity supplying the Goods and the services.
- j) "Day" means calendar day.
- k) "The Installation Site," where applicable, means the place named in SCC.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Standards** 3.1 The Goods and the Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 4. Inspections and Tests** 4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods and the Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
- 4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods and the 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.
- 4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 5. Packing** 5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 6. Delivery and Documents** 6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.
- 6.2 For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.
- 7. Transportation** 7.1 The Supplier is required under the Contract to transport the Goods to LJCP at specified places.

- 8. Warranty**
- 8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 8.2 This warranty shall remain valid for a period specified in the Bidding Document after the Goods, or any portion thereof as the case may be, have been delivered to and accepted.
- 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 9. Payment**
- 9.1 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.
- 10. Contract Amendments**
- 10.1 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.
- 11. Assignment**
- 11.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
- 12. Delays in the Supplier's Performance**
- 12.1 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.
- 12.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its

discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

12.3 Except as provided under GCC Clause 15, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 13, unless an extension of time is agreed upon pursuant to GCC Clause 12.2 without the application of liquidated damages.

13.Liquidated Damages

13.1 Subject to GCC Clause 15, 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, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 14.

14.Termination for Default

14.1 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 within any extension thereof granted by the Purchaser pursuant to GCC Clause 12.2; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the 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.

- 14.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 15. Force Majeure**
- 15.1 The Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 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.
- 15.3 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.
- 16. Notices**
- 16.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address specified in SCC and by facsimile.
- 16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 17. Taxes and Duties**
- 17.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 18. Governing Language**
- 18.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 19, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 19. Applicable Law**
- 19.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

15. SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—**The Purchaser is:** The Law and Justice Commission of Pakistan (LJCP).

GCC 1.1 (i)—**The Installation Site is:** Second Floor, Supreme Court Building, Constitution Avenue, Islamabad.

2. Inspections and Tests (GCC Clause 4)

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

3. Packing (GCC Clause 5)

GCC 5.1 – **Packing & Accessories:** The Bidder shall deliver the supplies at the LJCP in scratch less condition with all the manufacturer supplied accessories.

4. Warranty (GCC Clause 8)

GCC 8.2—The warranty period of the Goods and Services shall be as indicated in the Bidding Document. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense.
- b) GCC 8.4 & 8.5—**The period for correction of defects in the warranty period is:** 30 days.

6. Liquidated Damages: (GCC Clause 13)

GCC 13.1—Applicable rate: Applicable rates shall not exceed one (1.0) % per week and the maximum shall not exceed ten (10) % of the contract price.

5. Payment (GCC Clause 9)

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

- a) Payment shall be made in Pak. Rupees.
- b) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Purchaser with Performance Guarantee.

6. Governing Language (GCC Clause 18)

GCC 20.1—The Governing Language shall be English.

7. Notices (GCC Clause 16)

Purchaser's address for notice purposes:

Name of Officer: _____

Complete Address: _____

Phone Number: _____

Supplier's address for notice purposes:

Name of Officer: _____

Complete Address: _____

Phone Number: _____