

# **SINDH HIGH COURT, KARACHI**

## **TENDER DOCUMENT**

### **FOR THE FINANCIAL YEAR 2019-2020**

**Tender Reference NO.SHC/Budget/Tender-2019-2020/III**

**Dated: 14-02-2020**

**Supply of Desktop Computers, Laser Printers and Multiple Consumable Items for District Courts of Sindh.**

<b>Name of Bidding Organization</b>	
<b>Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)</b>	
<b>NTN Number</b>	
<b>GST Number</b>	
<b>Name &amp; Signature of Head of Bidding Organization</b>	
<b>Name &amp; Signature of Authorized/ Focal Person</b>	
<b>Stamp of Company</b>	

## Contents

1. Introduction & Instruction: .....	4
2. Principles of Procurement: .....	4
3. Clarification and Modification of Bidding Documents: .....	4
4. Objection(s) on Bid Evaluation Reports: .....	5
5. Preliminary Examination of Bids: .....	6
6. Financial Evaluation of Eligibility Qualified Bid(s): .....	6
7. Mandatory Qualification/ Eligibility Criteria: .....	6
7.1. Details of Purchase Orders of Desktop Computers .....	7
7.2. Details of Purchase Orders of Laser Printers .....	8
7.3. Details of Purchase Orders of Multiple Consumable Items .....	9
7.4. Details of Financial Turnover during the last three (03) years .....	10
7.5. Details of Official Bank Account of Bidder .....	10
7.6. Details of MAL (Manufacturer Authorization Letter) .....	10
7.6. Details of Dealership Certificate.....	10
8. Desired Specifications & Technical Proposal: .....	11
8.1. LOT NO. 1: DESKTOP COMPUTER .....	11
8.2. LOT NO. 2: LASER PRINTER .....	12
8.3. LOT NO. 3: MULTIPLE CONSUMABLE ITEMS.....	12
9. Estimated Required Quantity:.....	13
10. Sample of Financial Proposal ( to be submitted on official letter head): .....	13
10.1. Financial Proposal of Lot No. 1 .....	13
10.2. Financial Proposal of Lot No. 2.....	13
10.3. Financial Proposal of Lot No. 3.....	14
10.4. Sample of Calculation of Bid Security (along with financial proposal) .....	15
11. Terms & Conditions: .....	16
12. Purchase Order: .....	18
13. Sample of Contract to be made with successful bidder .....	19
14. Integrity Statement: .....	22
15. INTEGRITY PACT.....	23

Tender Reference No. \_\_\_\_\_

Dated \_\_\_\_\_

To,

**The Learned Registrar,  
Sindh High Court,  
Karachi.**

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply of Desktop Computers Laser Printers and Multiple Consumable Items for District Courts of Sindh”**, as a Bid, sealed in an envelope. Mr. \_\_\_\_\_ holding CNIC No. \_\_\_\_\_ has been authorized to attend the Bid Meetings on behalf of our organization.

We understand that Sindh High Court is not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of Purchase Committee shall be final and cannot be challenged on any ground at any forum and the Purchase Committee will not be liable for any loss or damage to any party acting in reliance thereon.

Sincerely,

**Name:**

**Designation:**

**Name of Company**

**Dated:**

## **1. Introduction & Instruction:**

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to **purchase Desktop Computers, Laser Printers and Multiple Consumable Items for District Courts of Sindh on Lot wise basis**, as mentioned in tender document, from your esteemed firm / agency in transparent manner. SHC reserves the right to increase/ decrease the quantities as per requirement in the light of availability of funds, as per rules.

<b>Description</b>	<b>Date &amp; time of Submission of Bids</b>	<b>Date &amp; time of Opening of Bids</b>
Supply of Desktop Computers, Laser Printers and Multiple Consumable Items for District Courts of Sindh	<b>2<sup>nd</sup> March, 2020 at 10:30 a.m.</b>	<b>2<sup>nd</sup> March, 2020 at 11:00 a.m.</b>

## **2. Principles of Procurement:**

Sindh High Court ensures that procurements are conducted in a *fair and transparent manner* and the object of procurement brings value for money to this Court. Hence, bidders are directed to provide soft copies of scanned tender documents, tax registration certificates, purchase orders, bank maintenance certificate, financial statements and undertaking. All such documents should be merged in one (01) PDF FILE for records.

## **3. Clarification and Modification of Bidding Documents:**

Bidding Document has been prepared by Procurement Committee as per rules. Clarifications (if any) for contents of bidding documents may be sent to the Procurement Committee through Registrar, High Court in writing, at least five calendar days prior to the date of opening of bid. Clarification in response to a query shall be uploaded on the official website of Sindh High Court. All bidders are advised to visit the website of Sindh High Court for keeping them updated.

It is stated that contents of bidding documents have been carefully read & understood. All queries have been properly answered by the concerned Officers of Sindh High Court well before in time. We do not have any objections on the contents of the bidding documents.

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	

#### **4. Objection(s) on Bid Evaluation Reports:**

Bid Receiving Time Sheet, Bid Attendance Sheet, Eligibility Criteria Report, Technical Bid Evaluation Report and Financial Bid Evaluation Report shall be uploaded on the official website of High Court of Sindh. Objection(s) if any should be submitted within THREE (03) calendar days of uploading of reports. Thereafter, no objection shall be entertained.

It is undertaken that it is our responsibility to download the above mentioned bid reports from the official website of Sindh High Court. It is also undertaken that objection (s) if any will be submitted within THREE (03) calendar days of uploading of reports and we will not submit any objection after the lapse of time.

<b>Name</b>	
<b>Designation</b>	
<b>Cell Number</b>	
<b>Signature &amp; stamp</b>	

## **5. Preliminary Examination of Bids:**

Procurement Committee shall examine the bids to confirm that all required documents (soft & hard copies) and specifications/ technical documentation requested in bidding documents have been provided, and to determine the completeness of each document submitted. If any of the required documents or information is missing, the bid shall be rejected. Further, Sindh High Court shall examine the Bid to confirm that all terms and conditions specified in the bidding documents have been accepted by the Bidder without any material deviation or reservation.

## **6. Financial Evaluation of Eligibility Qualified Bid(s):**

**Financial Evaluation of technically qualified Bid (s) shall be done on the basis of unit price without GST.** All government taxes shall be applicable as per rules. Tender may be awarded to the lowest technically bidder (s) subject to fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents.

## **7. Mandatory Qualification/ Eligibility Criteria:**

<b>S.No</b>	<b>Eligibility Criteria</b>	<b>Flag</b>
1	Complete filled, signed & stamped Tender Document	<b>Flag-A</b>
2	Profile of company/ firm	<b>Flag-B</b>
3	Relevant Tax Registration Certificates	<b>Flag-C</b>
4	Minimum Experience of at least three (03) years	<b>Flag-D</b>
5	Copies of at least SIX (06) Purchase Orders of similar nature during the last three years. TWO for each year is mandatory.	<b>Flag-E</b>
6	Bidder must be authorized partner with the Principal Manufacturer and should provide manufacturer authorization letter. (for Desktop Computers)	<b>Flag-F</b>
7	MAL (Manufacturer Authorization Letter) for Desktop Computers.	<b>Flag-G</b>
8	Dealership/ Reseller Certificate for Printers.	<b>Flag-H</b>
9	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	<b>Flag-I</b>
10	Average Financial turnover of at least Rs. 5 million per annum during the last three years. (copies of authenticated financial statements are required)	<b>Flag-J</b>
11	Bank Maintenance Certificate	<b>Flag-K</b>
12	Good Financial Position of firm (Minimum Rs. 1,000,000/- current balance in bank account is required)	<b>Flag-L</b>

All documents must be placed in the sequence and flagged as mentioned above.

It is undertaken that I have provided soft and hard copies of the above mentioned documents which are required for assessing the eligibility criteria. All the documents have been placed in sequence and flagged as mentioned above. It is understood that Sindh High Court reserves the right to reject our bid/ disqualify us in case of non-availability/proper flagging of the above mentioned documents and decision of Sindh High Court shall be final.

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	

#### 7.1. Details of Purchase Orders of Desktop Computers

S.No	Purchase Order issued by (Name of Organization)	Purchase Order No	Date of Purchase Order	Make/ Model/ Brand
1			____ - ____ -2017	
2			____ - ____ -2017	
3			____ - ____ -2018	
4			____ - ____ -2018	
5			____ - ____ -2019	
6			____ - ____ -2019	
7			____ - ____ -2020	
8			____ - ____ -2020	
9				
10				

**7.2. Details of Purchase Orders of Laser Printers**

<b>S.No</b>	<b>Purchase Order issued by (Name of Organization)</b>	<b>Purchase Order No</b>	<b>Date of Purchase Order</b>	<b>Make/ Model/ Brand</b>
1			____ - ____ -2017	
2			____ - ____ -2017	
3			____ - ____ -2018	
4			____ - ____ -2018	
5			____ - ____ -2019	
6			____ - ____ -2019	
7			____ - ____ -2020	
8			____ - ____ -2020	
9				
10				
11				
12				



### 7.3. Details of Purchase Orders of Multiple Consumable Items

S.No	Purchase Order issued by (Name of Organization)	Purchase Order No	Date of Purchase Order	Make/ Model/ Brand
1			____ - ____ -2017	
2			____ - ____ -2017	
3			____ - ____ -2018	
4			____ - ____ -2018	
5			____ - ____ -2019	
6			____ - ____ -2019	
7			____ - ____ -2020	
8			____ - ____ -2020	
9				
10				
11				
12				

**7.4. Details of Financial Turnover during the last three (03) years**

S.No	Financial Year	Turnover/sales (Rs.) in figure	Turnover/sales (Rs.) in words
1	2017		
2	2018		
3	2019		

**7.5. Details of Official Bank Account of Bidder**

<b>Name of Bank</b>	
<b>Branch Code</b>	
<b>Address of Bank</b>	
<b>Bank Account Number</b>	
<b>Available Balance Rs.</b>	

**7.6. Details of MAL (Manufacturer Authorization Letter)**

<b>Date of issuance of MAL</b>	
<b>Date of expiry of MAL</b>	
<b>MAL Certificate Number</b>	
<b>MAL issued by</b>	

**7.6. Details of Dealership Certificate**

<b>Date of issuance of Dealership Certificate</b>	
<b>Date of expiry of Dealership Certificate</b>	
<b>Dealership Certificate Number</b>	
<b>Dealership Certificate issued by</b>	

## 8. Desired Specifications & Technical Proposal:

### 8.1. LOT NO. 1: DESKTOP COMPUTER

Desired specifications of SHC	Quantity
Branded, Business Series Desktop Computer preferably from the <i>top International Brands</i> <b>OR EQUIVALENT/HIGHER STANDARD</b>	<b>100</b>
<b><u>Processor:</u></b> 9 <sup>th</sup> Generation, Ci5-9500/ 3 GHz up to 4.1 GHz or higher	
<b><u>Chipset M/Board:</u></b> Intel Chipset H370 or equivalent standard that can support (a). <b>Intel 9<sup>th</sup> Generation or higher Processors</b> (b). RAM 32 GB (c). SSD 256 GB or higher	
<b><u>Casing:</u></b> Tower or mini Tower	
<b><u>RAM (installed):</u></b> 2 X 4 GB DDR4 (Total 8 GB)	
<b><u>Hard drive (installed):</u></b> 1 TB SATA (7200 rpm or higher)	
<b><u>Optical Drive:</u></b> DVD R-W	
<b><u>Connectivity:</u></b> LAN 10/100/1000	
<b><u>Power Supply:</u></b> 180 w or higher	
<b><u>Key board &amp; Mouse:</u></b> Manufacture's brand.	
<b><u>LED:</u></b> 18.5" / 19" LED (Manufacture's brand).	
<b><u>Warranty:</u></b> 3 years Manufacture's Comprehensive warranty (with parts, labour & onsite)	
<b><u>OR EQUIVALENT/HIGHER STANDARD</u></b>	

Note: Purchase Orders will be issued from the office of the concerned District Courts and quantity may be increased or decreased as per their requirement and availability of budget.

**8.2. LOT NO. 2: LASER PRINTER**

Desired specifications of SHC	Quantity
<b><u>Technology:</u></b> Laser Jet	100
<b><u>Brand:</u></b> HP & Canon or equivalent/ higher standard	
<b><u>Print Speed(Black):</u></b> 18 PPM or higher	
<b><u>Cost Effective &amp; Economical:</u></b> Printer must be cost effective & economical in term of copying cost/ consumables item cost & recurring cost of toner/ cartridge/ drum.	
<b><u>Warranty:</u></b> 2 years warranty (with parts, labor & onsite)	

Note: Purchase Orders will be issued from the office of the concerned District Courts and quantity may be increased or decreased as per their requirement and availability of budget.

**8.3. LOT NO. 3: MULTIPLE CONSUMABLE ITEMS**

S.No	ITEM NAME	QUOTED SPECIFICATION	QTY
1	Portable HDD 2 TB	Portable HDD 2 TB	3
2	Toner Hp 85A	Original HP Toner for Hp 85A	40
3	Toner Hp 12A	Original HP Toner for Toner Hp 12A	10
4	Toner Hp 35A	Original HP Toner for Toner Hp 35A	5
5	Toner Hp 3005	Original HP Toner for Toner Hp 3005	1
6	Toner Hp 3055	Original HP Toner for Toner Hp 3055	1
7	Toner Hp 17A	Original HP Toner for Toner Hp 17A	10
8	Keyboard (wired)	USB Good Quality	50
9	Mouse (wired)	USB Optical Good Quality	50
10	Dry Battery 12V/7amp for UPS	Dry Battery 12V/7amp for UPS	30
11	USB 16 GB	Kingston or equivalent	2
12	UBS 32 GB	Kingston or equivalent	2
13	Taflon HP-1102	Taflon HP-1102	5
14	Printing Drum HP-1102	Printing Drum HP-1102	10
15	Doctor Blade HP-1102	Doctor Blade HP-1102	4
16	PCR HP- 1102	PCR HP- 1102	4
17	Page Picker Rubber HP-1102	Page Picker Rubber HP-1102	4
18	Bio-Metric Device (Secugen)	Hamster Pro 20 (Model No. HU20)	5

19	Web Cam	Web Cam: 1080p Full-HD, Supportive with Windows Win2000 / XP / 2003 / Vista / Win 7 / Win 10 and having stand for fixing on glass/Wall etc.Recommended Models/brands: PK-900H、PK-910H、 PK-920H、 PK-930H or equivalent	1
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Note: Purchase Orders will be issued from the office of the concerned District Courts and quantity may be increased or decreased as per their requirement and availability of budget.

### **9. Estimated Required Quantity:**

Item	Required Quantity
Desktop Computers	100
Laser Printers	100
Multiple Consumable Items	As mentioned above

Quantity may be increased or decreased as per requirement and availability of budget.

### **10. Sample of Financial Proposal ( to be submitted on official letter head):**

Bidders are advised to submit separate financial proposal for each lot as per following format on the official letter head of bidder which must be properly signed & stamped.

#### **10.1. Financial Proposal of Lot No. 1**

S.No	Make & Model	Unit Price without GST Rs. (in figures)	Unit Price without GST Rs. (in words)

#### **10.2.Financial Proposal of Lot No. 2**

S.No	Make & Model	Unit Price without GST Rs. (in figures)	Unit Price without GST Rs. (in words)

**10.3.Financial Proposal of Lot No. 3**

<b>S.No</b>	<b>Make &amp; Model</b>	<b>Unit Price without GST Rs.</b>	<b>Quantity</b>	<b>Amount Rs.</b>
	<b>Total Amount Rs.</b>			

- No extra charges shall be paid for transportation at the concerned district courts.
- All Government taxes shall be applicable as per rules.
- Taxes shall be deducted by the concerned department and its decision shall be final.
- Bidder should be active vendor I.D at the time of submission of bill.
- Bidder shall be bound to submit all required documents along with bill in the concerned district courts.
- Sindh High Court believes in honesty, integrity and transparency in procurement. Bidders are advised to report the corruption matters directly to Registrar, High Court of Sindh, Karachi, if they are asked to give gifts/ bribe/ cash/ etc for receiving cheques.

<b>Name</b>	
<b>Designation</b>	
<b>Cell Number</b>	
<b>Signature &amp; stamp</b>	

**10.4. Sample of Calculation of Bid Security (along with financial proposal)**

1. **Bid Security of 1% of total quoted amount** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT as reflected in tender notice.
2. Bid Security should favour Registrar, High Court of Sindh, Karachi.
3. Separate Bid Security must be submitted for each item as per following format.

<b>Bid Security for Desktop Computers/ Laser Printers/ Multiple Consumable Items</b>			
<b>Make &amp; Model of Quoted Item</b>	<b>Unit Price without GST Rs.</b>	<b>Quantity</b>	<b>Amount without GST Rs.</b>
<b>Total Amount (without GST)</b>			
<b>1% of Total Amount</b>			
<b>Pay Order Number</b>			
<b>Pay Order Issuance Date</b>			
<b>Name of Banker</b>			
<b>Amount of Pay Order</b>			
<b>Period of Validity</b>			

1. Rates must be quoted in Pakistani Currency.
2. Quantity may be increased or decreased as per rules and keeping in view the availability of budget.
3. Rates must be quoted without GST. GST shall be applicable as per rules.
4. All government taxes shall be applicable as per rules.
5. All government taxes will be deducted by the concerned department and its decision shall be final in respect of taxation and billing.
6. Bidders must have active Vendor ID of A.G Sindh.
7. Successful Bidder (s) will be required to submit complete bill along with copies of required documents to Budget Branch of Sindh High Court for forwarding the same to Accountant General Sindh, Karachi.

## 11. Terms & Conditions:

1. **Bidding Method:** *Single Stage-Two Envelopes* method will be adopted for bidding process as per SPPRA Rules. Bidders are required to submit separate technical & financial proposal.
2. **Qualification/ Eligibility:** Bidders are bound to submit soft and hard copies of all documents as mentioned in Eligibility Criteria Section, in order to establish their eligibility to participate in bid. In case of non-availability/ non-flagging of either, soft or hard copy, bidder may be disqualified.
3. **Release of Bid Security:** The bid security of unsuccessful bidder will be released by SHC after award of work or after expiry of bid validity period as per rules.
4. **Late Bids:** Sindh High Court shall not consider any bid that arrives after the deadline for submission of bids, as reflected in NIT. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
5. **Responsive Bids:** A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. Non-responsive Bids shall not be considered. Bidders are advised in their own interest to prepare their bids as per format, requirements, terms & conditions, mentioned in bid documents. Bidders are also advised to submit soft and hard copies of all required documents along with their bids.
6. **Award of Contract:** Sindh High Court may award the Contract to the **technically qualified Bidder** whose offer has been determined to be the lowest bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
7. **Notification/ Purchase Order for Award of Contract:** Prior to the expiration of the period of bid validity, Sindh High Court will notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal Contract is prepared and executed, the purchase order/ notification of award shall constitute a binding Contract.
8. **Performance Security:** The bid security of successful bidder will be released by Sindh High Court after submission of Performance Security equal to **5% of total cost of contract** in the office of concerned district Court.
9. **Release of Performance Security:** Performance Security shall be released by the concerned district court after successful delivery of goods and issuance of satisfactory certificate from the concerned department.
10. **Validity Period:** The procurement contract will be awarded within bid validity period i.e. **90 days** as per Rules.
11. **Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement. Copy of Purchase Order along with relevant documents must be submitted along with bill.



12. **Delivery Mechanism:** Successful bidder shall deliver the goods within **fifteen (15) calendar days** of issuance of Purchase Order or as mutually decided by the concerned District Judge & Supplier.
13. **Delayed Delivery:** 1% penalty of the total amount will be imposed per day for which the company/firm/agency failed to deliver within the delivery/execution period or the request for extension in delivery time declined by SHC.
14. **Transportation:** Goods will be delivered in the relevant district courts and no extra charges shall be paid for transportation of goods.
15. **Inspection:** Physical inspection will be carried out by the concerned staff of District Courts. Ordered material is subject to final inspection at the time of delivery.
16. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
17. **Payment Term:** Payment shall not be made in advance before making delivery.
18. **Condition of Goods:** All items must meet in all respects with the specifications & conditions of the Order and must be in good condition & conform to the best industrial quality standards; otherwise they will be liable to be rejected as per rules.
19. **Rejection of Goods:** We reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
20. **Disclosure of Confidential Script/Material:** All rights reserve with the SHC and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
21. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
22. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
23. **Mistakes in Calculation:** The contractor/ supplier will be liable for any mistakes in calculation of price/ rate and amount and shall be liable to suffer the loss arises at any stage of contract, due to mistakes in calculation or tax rates.
24. **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per rules. Bidder should keep them updated regarding taxation issues in consultation with the relevant tax regulatory authorities.
25. **Stamp Duty:** Stamp duty will be levied as per rules.
26. **Alternative Bids:** Alternative bids shall not be considered.
27. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and Sindh High Court shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
28. **Rights of Sindh High Court:** Sindh High Court reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

29. **Interest on Late Payments:** No interest shall be paid on late payment if cheque is received late from the concerned office. However, every effort shall be made for timely payments to successful bidders.
30. **Insurance:** The goods supplied under that contract should be fully insured. All cost of insurance shall be paid by the successful bidder. If the goods are not insured then risk if any shall be suffered by the successful bidder.
31. **Warrants:** Supplier must warrants that goods supplied would be new, unused and as per best industrial standards.
32. **Termination of Contract:** SHC may terminate the contract, if the successful bidder fails to supply all or parts of goods within definite time or fails to perform any other obligations of contract or bidder has failed to submit performance security or bidder has involved in fraud/ corruption.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	
<b>Cell No</b>	

## **12. Purchase Order:**

Purchase Order (s) will be issued from the office of the concerned District Courts as per their requirements. Hence, quantity may be increased or decreased as per rules.

### 13. Sample of Contract to be made with successful bidder

**CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF DESKTOP COMPUTERS/  
LASER PRINTERS/ MULTIPLE CONSUMABLE ITEMS**

This Deed of Agreement is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_  
2019

**BETWEEN**

***Sindh High Court Establishment through its Registrar*** having its Office at High Court of Sindh, Saddar, Karachi, (here in after called SHC which term shall include its successors and assigns) on the **One Part.**

**AND**

\_\_\_\_\_ having its office at \_\_\_\_\_ (here in after called SUPPLIER which term shall include successors and assigns) on the Other Part.

**And whereas** SHC desires to purchase \_\_\_\_\_ DESKTOP COMPUTERS/ LASER PRINTERS FOR DISTRICT COURTS OF SINDH, as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

**And whereas** SUPPLIER expresses his desire to provide the same as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

**And whereas** Supplier has represented that it is a professional and has the technical expertise, experience and resources to provide the goods as per specifications/ requirements, mentioned in tender documents.

**Whereas** on the basis of the Supplier's representations, SHC has agreed to purchase the same, in accordance with the terms and conditions tender document and this Agreement.

Now, therefore in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Now this deed of agreement witness the terms and conditions as follows :

1. That the Agreement shall come into force immediately and shall remain valid till complete delivery of goods.
2. That the quality and quantity of DESKTOP COMPUTERS/ LASER PRINTERS shall be as per specification/ requirements mentioned in tender document.
3. That Purchase Order (s) shall be issued by the concerned District Courts as per their requirement. Hence, quantity may be increased or decreased as per rules.
4. That the delivery of the materials shall be made by SUPPLIER at their own cost, management and responsibility as per tender document in the concerned district courts.

5. That SUPPLIER shall be fully responsible for delivery of DESKTOP COMPUTERS/ LASER PRINTERS in good condition in the concerned District Courts.
6. That Representatives of the concerned District Courts shall inspect the DESKTOP COMPUTERS/ LASER PRINTERS and reserves the right to reject any Goods if the representative(s) considers those to be inferior quality to the approved samples.
7. That Goods rejected shall be replaced by SUPPLIER and SUPPLIER shall bear all risks/costs of the materials rejected by SHC.
8. That the unit price of DESKTOP COMPUTER/ LASER PRINTER will be Rs. \_\_\_\_\_.
9. That SUPPLIER shall not without the consent in writing of SHC assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by SHC will not relieve SUPPLIER from full and entire responsibility for this Agreement.
10. That SUPPLIER shall indemnify SHC in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them i.e., SUPPLIER.
11. That cost of transportation, or any other incidental charges, if required in connection of the delivery of DESKTOP COMPUTERS/ LASER PRINTERS shall be borne by SUPPLIER, as per rules.
12. That bills will be submitted in the concerned district courts.
13. That all taxes shall be deducted by the concerned department and its decision shall be final.
14. That all government taxes shall be applicable as per rules.
15. That Bid Security shall be released after submission of Performance Security of 5% of contract price favoring the DDOs in the concerned district courts.
16. That if SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by the concerned District at the rate of (1%) of total contract value for each day of delay.
17. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
18. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement.
19. That In the event of any question or difference or dispute whatsoever arising between the Parties under or in connection with this Agreement or any provision herein contained or its constructions hereof, or as to any matter in any way connected therewith or arising therefrom which cannot be resolved amicably shall be referred to arbitration and finally settled by three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators, in accordance with the Arbitration Act, 1940. The language of arbitration shall be English and the venue of the arbitration shall be Karachi. The decision of the arbitrators shall be final and binding on the Parties who shall give full effect thereto. Any judgment may be entered upon the

award in any competent court having jurisdiction.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

**REGISTRAR, HIGH COURT OF SINDH** M/s.

\_\_\_\_\_

SIGNATURE & OFFICIAL STAMP SIGNATURE & OFFICIAL STAMP

STAMP -----

**WITNESS:**

**NAME:** -----

SIGNATURE & OFFICIAL STAMP SIGNATURE & OFFICIAL STAMP

STAMP -----

**NAME:**

I have carefully read & understood the contents of “Sample Contract” and I do not have any objection on its contents.

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	

### 14. Format of Undertaking:

We,	_____	located	at
_____ do hereby declare on Oath at under:-			
<ol style="list-style-type: none"> <li>1. That we are not black listed from any government/ semi government/ autonomous/ private or any other national or international organization since the date of operation.</li> <li>2. That there is no outstanding dispute between our company and any other organization.</li> <li>3. That we are not defaulter with any bank or financial institution.</li> <li>4. That we have not provided any false/ misleading information to High Court of Sindh.</li> <li>5. It is undertaken that our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.</li> <li>6. It is undertaken to indemnify Sindh High Court for any loss or damage incurred due to corrupt business practices of our organization (if any) and if the same is proved then we will pay compensation to High Court of Sindh an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by our organization (if any) for the purpose of obtaining or inducing the procurement of any contract.</li> </ol>			
<b>Name of Deponent:</b>			
<b>Designation:</b>			
<b>Signature &amp; stamp</b>			
<b>Date</b>			

## 15. INTEGRITY PACT

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [*Name of Contractor*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative department or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of Contractor*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[*name of 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*Name of 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. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [*name of Contractor*] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*name of 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 GoS.

Name of Procuring Agency: .....

Name of Contractor: .....

Signature: .....

Signature: .....

[Seal]

[Seal]