

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

**Rate Agreement for Supply of Misc. Cleansing & General Articles on item wise basis
for High Court of Sindh, Karachi.**

Rate Agreement shall remain valid till 10th June, 2020

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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 Misc. Cleansing & General Items for High Court of Sindh, Karachi”**, 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 **Misc. Cleansing & General Articles on item wise basis, for the financial year 2019-2020**, as mentioned in tender document, from your esteemed firm / agency. SHC reserves the right to increase/ decrease the quantities as per requirement in the light of availability of funds, as per rules.

| S.No | Description | Date & time of Submission of Bids | Date & time of Opening of Bids |
|------|--|---|---|
| 1 | Rate Agreement for Supply of <i>Misc. Cleansing & General Items on item wise basis</i> for High Court of Sindh, Karachi. | 3 rd March, 2020 at 11:00 a.m. | 3 rd March, 2020 at 11:30 a.m. |

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. **Moreover, attach required supporting documents according to the requirement.** Bidders are also required to submit both soft and hard copies of all required documents which shall be uploaded on the official website of this Court for the sake of transparency.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. **If you want to leave the item/column un-answered please, write "Doesn't Apply/Doesn't Arise".** If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Bids must be submitted in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi, as reflected in Tender Notice.
- (d) **Bid Security of 1% of total quoted amount (WITHOUT GST)** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT favoring Registrar, High Court of Sindh, as reflected in tender notice.

2. Guidelines for preparing tender document:

- 1) Download Tender Document from the official website of Sindh High Court.
- 2) Carefully read the tender document.
- 3) Carefully read the requirements/ specifications of items required by SHC.
- 4) Visit the store of Sindh High Court for inspection of samples. Store Supervisor and Store Keepers of SHC will facilitate you in inspection of samples. Do not forget to bring your smart phone for taking pictures of samples.
- 5) Chose the item (s) which you can easily provide to SHC as per specifications mentioned in tender document.
- 6) Conduct Market Survey for calculating the price of individual item.
- 7) Fill the relevant sections of tender documents.
- 8) Make signature and stamp on the tender document.
- 9) Make scanned copy of duly filled & signed tender document.
- 10) Arrange the copies of all required documents as mentioned in eligibility criteria.
- 11) Prepare financial proposal in the light of market survey.
- 12) Arrange 1% Bid Security of total tender quoted amount (without GST).
- 13) Prepare Single Procurement File in PDF form. Merge the scanned copies of signed tender documents and scanned copies of documents required for assessing the eligibility criteria in single PDF File. Save the said PDF file in either DVD or USB.
- 14) Keep all the documents in file. Tap binding is not allowed.
- 15) Sealed the soft copy (DVD/ USB) & hard copy (A4 size paper form) in envelop.
- 16) Submit the sealed envelope in the office of D.G Finance as reflected in NIT. Do not forget to sign on "Bid Receiving Time Sheet".

3. Guidelines for attending Tender Meeting:

- 1) Get yourself acquainted for attending Tender Meeting. You should have complete knowledge of your bid. It is general observation that bidders or their representative attend bid meeting without proper homework. Hence, you are advised to read your bid and supporting documents before attending bid meeting.
- 2) Bring Authority Letter for attending Tender Meeting.
- 3) Mark Signature on the attendance sheet.
- 4) Make it sure that your bids and other submitted bids are sealed.
- 5) Make it sure that late bids are not entertained.
- 6) Give proper answers of queries of members of Procurement Committee if so asked.

4. 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 the agency and the procurement process is efficient and economical. 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 uploading on the concerned.

5. Clarification and Modification of Bidding Documents:

Clarifications (if any) for contents of bidding documents may be sent to 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.

6. Preliminary Examination of Bids:

Sindh High Court shall examine the bids to confirm that all required documents (soft & hard copies) and specifications/ technical/ required 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.

7. Financial Evaluation of Bids:

Financial Evaluation of Bids shall be done on item wise basis on the basis of unit price without GST. Bidder (s) may apply for one or more or all items (if available). Tender may be awarded to the lowest bidder (s) on item wise basis subject to fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents.

8. Qualification/ Eligibility Criteria:

Please put/ past flags on all required documents as mentioned below. Documents without flagging shall not be considered.

| S.No. | Eligibility Criteria | Nature | Flag |
|-------|--|-----------|------|
| 1 | Profile of company | Mandatory | A |
| 2 | Complete filled, signed & stamped Tender Document | Mandatory | B |
| 3 | Relevant Tax Registration Certificates (both soft & hard copies are mandatory) | Mandatory | C |
| 4 | Copies of at least SIX (06) purchase orders of similar nature during the last three years. TWO (02) for each year is mandatory. Please do not attach irrelevant Purchase Orders. (both soft & hard copies are mandatory) | Mandatory | D |
| 5 | Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. (both soft & hard copies are mandatory) | Mandatory | E |
| 6 | Average Financial turnover of at least Rs. 5 lakh per annum during the last three years. (authenticated financial statements are required) | Mandatory | F |
| 7 | Bank Maintenance Certificate (both soft & hard copies are mandatory) | Mandatory | G |
| 8 | Good Financial Position of firm (Minimum Rs. 300,000/- current balance is required) Last Six Months Bank Statement up to 29 th February, 2020 is required | Mandatory | H |
| 9 | Experience of at least THREE (03) Years | Mandatory | I |

It is undertaken that I have provided soft and hard copies of the above mentioned documents. It is understood that Sindh High Court reserves the right to reject my bid/ disqualify me in case of non-availability of the above mentioned documents and decision of Sindh High Court shall be final.

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & stamp | |
| Cell No | |

9. Specification/requirement/ and Bill of Quantity of General & Cleansing Items:

| S. No. | Description | Unit of Measurement | Required Quantity |
|---------------|---|----------------------------|--------------------------|
| 1. | <u>Mansion Polish (white)</u> Reckit Benckiser (For Mosaic Tile, Floor, Wooden Floors & Furniture) As per sample available at Store of High Court near parking area. | 3 ½ Kg | 40 |
| 2. | <u>Hard Broom</u> (Approx. 1 ¼ m) As per sample available at Store of High Court near parking area. | Dozen | 60 |
| 3. | <u>Soft Broom</u> (Approx. 1 m) As per sample available at Store of High Court near parking area. | Dozen | 50 |
| 4. | <u>Hard Duster</u> (Approx. 1x1 m ²) As per sample available at Store of High Court near parking area. | Dozen | 50 |
| 5. | <u>Soft Duster</u> (Approx. 1x1 m ²) As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 6. | <u>Viper</u> (Large-Size) As per sample available at Store of High Court near parking area. | Dozen | 30 |
| 7. | <u>Cotton</u> (Good Quality) As per sample available at Store of High Court near parking area. | Dozen | 24 |
| 8. | <u>Hockey Brush for W.C</u> (Approx. ½ m) As per sample available at Store of High Court near parking area. | Dozen | 40 |

| | | | |
|-----|--|----------------------|-----|
| 9. | <u>Hand Brush</u> As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 10. | <u>Wooden Mop</u> As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 11. | <u>Refill of Map of Wooden Mop</u> As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 12. | <u>Hard Plastic Mop</u> As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 13. | <u>Refill of Map of Hard Plastic Map</u> As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 14. | <u>Garbage Bag Large-Size</u> (Approx. 1 ½ m) As per sample available at Store of High Court near parking area. | Kg | 12 |
| 15. | <u>Chona (Lime Stone)</u> As per sample available at Store of High Court near parking area. | Kg | 600 |
| 16. | <u>Surf (Surf Excel) 80gm</u> or equivalent standard As per sample available at Store of High Court near parking area. | Dozen | 50 |
| 17. | <u>Phenyl Ball Colorful (Finis / Other Brand)</u> As per sample available at Store of High Court near parking area. | Kg | 60 |
| 18. | <u>Romi (Air Freshner-Raat ki Raani)</u> or equivalent standard As per sample available at Store of High Court near parking area. | Packet (12 Piece) | 90 |

| | | | |
|-----|--|----------------------|-----|
| 19. | <u>Metal Braso Polish (200ml)</u> or equivalent standard As per sample available at Store of High Court near parking area. | Packet (24 Piece) | 15 |
| 20. | <u>Vim Powder (Unilever) 840gm</u> or equivalent standard. As per sample available at Store of High Court near parking area. | Piece | 720 |
| 21. | <u>Large Dustbin (Good Quality)</u> As per sample available at Store of High Court near parking area. | Piece | 75 |
| 22. | <u>Rat Killer (Mortien)</u> As per sample available at Store of High Court near parking area. | Dozen | 40 |
| 23. | <u>Mixing Oil</u> As per sample available at Store of High Court near parking area. | Liters | 120 |
| 24. | <u>Hand Wash Dispenser (Steel-Made)</u> As per sample available at Store of High Court near parking area. | Piece | 30 |
| 25. | <u>Toilet Mugs – LOOTA's (Good Quality)</u> As per sample available at Store of High Court near parking area. | Dozen | 12 |
| 26. | <u>Phenyl branded</u> ➤ Carolyn FX-25 Concentrated Phenyl or equivalent standard. ➤ Highly Concentrated. ➤ Long Lasting Fragrance. ➤ Volume: 900 ml | Bottle | 200 |
| 27. | <u>Harpic</u> ➤ Harpic Power Plus Original Toilet Cleaner or equivalent standard. ➤ 1000 ml bottle. | Bottle | 200 |
| 28. | <u>Hand wash (branded)</u> ➤ Dettol Original Anti Bacteria or equivalent standard. ➤ PH balanced hand wash. ➤ Volume: 250 ml. | Bottle | 300 |

| | | | |
|-----|---|-------|-----|
| 29. | <p><u>Lux Soap</u></p> <ul style="list-style-type: none"> ➤ Lux or equivalent standard. ➤ Soft Touch & Soft Fragrant Skin. ➤ Gram: 110 gram | Piece | 500 |
| 30. | <p><u>Nylon Soap</u></p> <ul style="list-style-type: none"> ➤ Nylon Soap or equivalent standard. ➤ 101 Local Made. | Piece | 200 |

- Product must be as per sample available at the Store of Sindh High Court.
- Expiry date of items should be more than one year from the date of delivery else item will be rejected.
- Bidders are required to visit the store of Sindh High Court for inspection of samples.
- Estimated **required quantity as mentioned above** may be increased or decreased as per rules, keeping in view the available budget.
- Rate agreement will be valid till 10th June, 2020.
- Successful bidders will be required to deliver goods as per quantity mentioned in purchase order which will be issued from time to time.
- Successful bidders will be required to deliver goods within seven (07) calendar days of issuance of purchase order.

11. Sample of Financial Proposal

Bidders are advised to submit financial proposal on item wise basis, as per following format on the official letter head of bidder which must be properly signed & stamped. Separate Financial Proposal may be submitted for individual quoted items.

| Name of Item | Unit Price without GST Rs |
|---------------------|----------------------------------|
| | |

1. Rates must be quoted in Pakistani Currency.
2. Rates must be quoted without GST. GST shall be applicable as per rules.
3. All government taxes shall be applicable as per rules.
4. All government taxes will be deducted by the office of A.G Sindh and its decision shall be final in respect of taxation and billing.
5. Rate shall remain valid for one financial year i.e. till 10th June, 2020.
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.

- 6) Bidder will collect the cheque from the office of Budget Branch after submitting authority letter.
- 7) 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.

15. Terms & Conditions:

1. **Bidding Method:** Single Stage-One Envelope method will be adopted for bidding process as per SPPRA Rules.
2. **Duration of Rate Contract:** Rate Agreement shall remain valid till 10th June, 2020.
3. **Timing of Delivery:** Bidder shall be made delivery within seven (07) calendar days of receipt of Purchase Order. Purchase Order shall be issued keeping in view the requirement and release of funds. The delivery should be made by the supplier at the store of High Court of Sindh, Principal Seat, Karachi.
4. **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 of either, soft or hard copy, bidder may be disqualified.
5. **Bid Security:** All bids must be accompanied by an earnest money/ security of 1% of total bid amount.
6. **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.
7. **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.
8. **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.

9. **Award of Contract:** Sindh High Court may award the Contract to the 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.
10. **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.
11. **Performance Security:** The bid security of successful bidder will be released after submission of Performance Security equal to **5% of total cost of contract**.
12. **Release of Performance Security:** Performance Security shall be released after successful completion of contract and issuance of satisfactory certificate from Assistant Registrar, Resident-II.
13. **Validity Period:** The procurement contract will be awarded within bid **validity period i.e. 90 days** as per SPRRA Rules.
14. **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.
15. **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.
16. **Inspection:** Physical inspection will be carried out by the Store Supervisor of this Court. Ordered material is subject to final inspection at the time of delivery.
17. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
18. **Payment Term:** Payment shall not be made in advance before making delivery. Payment shall be issued by the office of A.G Sindh and cheque will be handed over to bidder (s) or his authorized representative (s).
19. **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.
20. **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.

21. **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.
22. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
23. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
24. **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.
25. **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.
26. **Stamp Duty:** Stamp duty will be levied as per rules.
27. **Alternative Bids:** Alternative bids shall not be considered.
28. **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.
29. **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.
30. **Interest on Late Payments:** No interest shall be paid on late payment in case, cheque is received late from the Office of A.G Sindh. However, every effort shall be made for timely payments to successful bidders.
31. **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.
32. **Warrants:** Supplier must warrants that goods supplied would be new, unused and as per best industrial standards.
33. **Fraud & Corruption:** SHC shall reject a proposal for award if it determines that the bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.
34. **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.

35. **Other:** SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules available on www.spprasindh.gov.pk for further details.

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

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & stamp | |
| Cell No | |

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

| | |
|-----------------------------------|--|
| M/s. | |
| Year of Establishment | |
| Name of contact Person | |
| Address | |
| Sales Tax Registration No. | |
| National Tax No. | |
| Mobile No. | |
| Telephone No. | |
| Fax No. | |
| E-mail | |
| Banker's Name and Contact Details | |

Stamp & Signature

15. Sample of Proposal Submission Form:

To be printed on the letter head of firm.

Tender Reference No.

Dated _____

The Learned Registrar,
Sindh High Court,
Karachi.

Dear Sir,

We, the undersigned, offer to provide our services for “_____”, as a Bid, sealed in an envelope.

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:

16. Sample Inspection Form:

Our representative _____ son of _____ holding CNIC No. _____ has inspected all the quoted items at the Store of Sindh High Court on _____.

All the rates have been quoted after inspecting samples and market research and we take full responsibility that in case of award of contract, all the articles will be provided as per **specifications/ samples** of High Court of Sindh. We understand that rate shall remain valid till 10th June, 2020.

We understand that Sindh High Court reserves the right to reject the articles if the same are not as per samples of Sindh High Court.

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & stamp | |
| Cell No | |

17. Sample of Purchase Order

| | |
|--|---|
| <u>THE HIGH COURT OF SINDH, KARACHI</u> | |
| No. _____ | Dated: DD/MM/YY |
| All Communications should be addressed to the REGISTRAR HIGH COURT OF SINDH KARACHI | To, M/s. _____, Office No. _____, _____ Road, <u>Karachi.</u> |
| Subject: | <u>Award of Tender for procurement of _____.</u> |
| <p>I am directed to inform you that the Hon'ble Competent Authority has been pleased to pass order to award the Tender Reference No. _____ dated _____ to M/s. _____ @ Rs. _____/- per unit as per terms and conditions mentioned in tender document. All government taxes shall be applicable as per rules and decision of A.G Sindh shall be final.</p> <p>You are directed to provide _____ as per specifications/ make & model mentioned in approved Bid Evaluation Report and Technical & Financial Proposal of your company (copies enclosed) with further direction to submit Bills along with copies of following documents at the earliest.</p> <ol style="list-style-type: none">1. Complete Bill.2. Complete Delivery Challan.3. Copies of all relevant tax registration certificates.4. Copy of Bank Maintenance Certificate.5. Copies of relevant SROs (if any).6. Copies of tax exemption certificates if any.7. Copies of all other relevant documents as per requirement of A.G Sindh. | |
| Deputy Registrar (Accounts) <u>FOR: REGISTRAR</u> | |

I have carefully read & understood the contents of "Sample Purchase Order" and I do not have any objection on its contents.

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & stamp | |

18. Sample of Satisfactory Certificate

It is certified that M/s. _____ has delivered goods as per Purchase Order(s) dated _____, _____, _____, _____ & _____ and Tender document dated _____. All the delivered goods were as per specifications & requirements of this Court. Payment may be made to supplier

Assistant Registrar (Resident-II)

19. Sample of Contract:

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF _____

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 _____ for one financial year (till 10th June, 2020) 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 until 10th June, 2020 or cancelled by SHC.
2. That the quality and quantity of the materials shall be as per specification/ requirements mentioned in tender document.
3. That the delivery of the materials shall be made by SUPPLIER at their own cost, management and responsibility as per tender document.
4. That SUPPLIER shall be fully responsible for delivery of the materials in good condition at the Stores of SHC through delivery dockets in triplicate.
5. That Representatives of SHC i.e. Assistant Registrar, Resident-II and Store Supervisor shall inspect the goods and reserves the right to reject any goods if the representative(s) considers those to be inferior quality to the approved samples.
6. That the goods rejected by the representative(s) of SHC shall be replaced by SUPPLIER and SUPPLIER shall bear all risks/costs of the materials rejected by SHC.
7. That the cost of supply of materials will be (*enter amount and currency*). Rate shall remain valid for one financial year i.e. till 10th June, 2020.
8. That SHC reserves the right to change the quantity of items as per availability of budget and rules.
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 goods shall be borne by SUPPLIER, as per rules.
12. That bills submitted by SUPPLIER shall be forwarded to A.G Sindh by SHC.

SUPPLIER shall be responsible to submit copies of relevant documents along with bill in coordination with Office of Budget Branch of SHC.

13. That all taxes shall be deducted by the Office of A.G Sindh 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.
16. That if SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by SHC 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
STAMP

SIGNATURE & OFFICIAL

| | |
|---|-------------------------------|
| WITNESS: | |
| NAME: FAIZ ALAM, I/C: A.R (RESIDENT-II) | ----- |
| SIGNATURE & OFFICIAL STAMP STAMP | ----- SIGNATURE & OFFICIAL |
| NAME: AFTAB AHMED, I/C: A.R (BUDGET) | |

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

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & stamp | |

20. Format of Undertaking:

We, _____ located at _____ do hereby declare on Oath at under:-

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.
2. That there is no outstanding dispute between our company and any other organization.
3. That we are not defaulter with any bank or financial institution.
4. That we have not provided any false/ misleading information to High Court of Sindh.
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.
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.

| | |
|------------------------------|--|
| Name of Deponent: | |
| Designation: | |
| Signature & stamp | |
| Date | |

21.SAMPLE OF 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 time 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:
..... [Seal]

Signature:
[Seal]