

# **SINDH HIGH COURT, KARACHI**

## **TENDER DOCUMENT**

**FOR THE FINANCIAL YEAR 2022-2023**

**Tender Reference NO.SHC/Budget/Tender-2022-2023/xii**

**Dated: 17-04-2023**

### **Supply & Installation of Computer Systems & accessories.**

<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>Active Vendor ID of A.G Sindh</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>	

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

Dated \_\_\_\_\_

**To,**

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

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply & Installation of Computer Systems”**, 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:**

## 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: .....	5
6. Financial Evaluation of Eligibility Qualified Bid(s):.....	5
7. Eligibility & Evaluation Criteria: .....	6
8. Desired Specifications & Technical Proposal: .....	7
LOT NO. 1: 100 UNITS OF DESKTOP COMPUTER (Karachi) .....	7
LOT NO. 2: 10 UNITS OF DESKTOP COMPUTER (SUKKUR) .....	8
LOT NO. 3: 10 UNITS OF DESKTOP COMPUTER (LARKANA) .....	9
LOT NO. 4: 100 UNITS OF LASER PRINTER (Karachi).....	10
LOT NO. 5: 10 UNITS OF LASER PRINTER (SUKKUR).....	10
LOT NO. 6: 10 UNITS OF LASER PRINTER (LARKANA).....	11
LOT NO. 7: 100 UNITS OF DRY BATTERIES FOR UPS (Karachi).....	11
LOT NO. 8: 10 UNITS OF DRY BATTERIES FOR UPS (SUKKUR) .....	12
LOT NO. 9: 10 UNITS OF DRY BATTERIES FOR UPS (LARKANA) .....	12
9. Sample of Calculation of Bid Security .....	14
10. Terms & Conditions: .....	15
11. Sample of Contract to be made with successful bidder .....	18
12. Format of Undertaking (to be submitted on stamp paper): .....	21
13. INTEGRITY PACT.....	22

## 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, Dry Batteries for UPS on Lot wise basis for High Court of Sindh, Karachi, Larkana and Sukkur**, 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.

Description	Last Date & time of Submission of Bids	Date & time of Opening of Bids
Supply & Installation of Computer Systems, UPS and Printers for High Court of Sindh, Karachi, Larkana and Sukkur on lot wise basis.		

## 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 hard copies of the required documents. Bidders are advised to report the corruption matters directly to Registrar, High Court of Sindh, Karachi ([registrar@sindhhighcourt.gov.pk](mailto:registrar@sindhhighcourt.gov.pk)), if they are asked to give gifts/ bribe/ cash/ etc. for receiving cheques/award of tender etc.

## 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 etc. 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.

**Name:**

**Designation:**

**Signature & stamp**

#### **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 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 with all taxes.** 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. Eligibility & Evaluation Criteria:

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Marks	Brief Questionnaire								
1	Specifications	400	Compliance with required technical specifications.								
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Bank Statement for last 03 years to be provided and closing balance at the time of technical proposal opening to show net worth/financial stability               <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs. 10 million =<b>100 marks</b></li> <li>▪ Tangible net worth is Rs. 5 to 9.999 million =75 marks</li> <li>▪ Tangible net worth is Rs. 3 to 4.999 million =50 marks</li> <li>▪ Tangible net worth less than 3 million = “0” marks</li> </ul> </li> </ul> <p><b><i>Non submission of Bank Statement bids will be rejected.</i></b></p> <hr/> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 3 years.               <ul style="list-style-type: none"> <li>▪ Rs. 50 million or above = 100 marks</li> <li>▪ Rs. 40 to 49.999 million = 75 marks</li> <li>▪ Rs. 30 to 39.999 million =50 marks</li> <li>▪ Less than Rs.30 million = “0” marks</li> </ul> </li> </ul> <p><b><i>Non submission of annual turnover bids will be rejected.</i></b></p>								
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks		
More than three Work Orders	Marks 200										
Three Work Orders	Marks 150										
Less than three Work Orders	Each year obtain 50-Marks										
<b>Total Marks</b>		<b>800</b>									

### **NOTE:**

Minimum passing/qualifying marks is **80% i.e. 640 marks** out of **800 marks**. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with the lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

## 8. Desired Specifications & Technical Proposal:

### LOT NO. 1: 100 UNITS OF DESKTOP COMPUTER (Karachi)

Bidders are required to provide details in the space provided. No need to submit technical proposal on the letter head of bidder.

<b>Branded, Business Series Desktop Computer preferably from the top International Brands (e.g. HP/Dell/Lenovo/Acer or equivalent/better) and having TPM (Trusted Platform Module).</b>		<i>Specifications offered by bidders</i>
<b>Processor</b>	Intel 12 <sup>th</sup> Generation, Ci3-12100 3.3 GHz to 4.3 GHz	
<b>Chipset M/Board</b>	Intel Chipset Q670 (or equivalent)	
<b>Casing</b>	Tower or Mini Tower	
<b>RAM (installed)</b>	8 GB = 2 x 4GB DDR4/DDR5 <b>OR</b> 1 x 8 GB DDR4/DDR5	
<b>Hard Drive (installed)</b>	500GB SATA (7200 rpm)	
<b>Optical Drive</b>	DVD R-W	
<b>Connectivity</b>	LAN and WLAN 10/100/1000,	
<b>Power Supply</b>	180 w / 240 w	
<b>Keyboard &amp; Mouse</b>	(Manufacturer's brand)	
<b>LED</b>	18.5"/19" LED (Manufacturer's Brand)	
<b>Warranty</b>	3 years Manufacturer's Comprehensive warranty (with parts, labour & onsite)	
<b>Environmental Standards (eco-labels)</b>	ENERGY STAR.	
<b>Operating System</b>	Windows 11 Pro (64bit) English Pre-Installed from (Principal)	
<b>Provided Brand have</b>	Gartner and IDC report, brand should be listed in top 10.	
<b>MAF Letter</b>	Authorization Letter from Manufacturer.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

### **LOT NO. 2: 10 UNITS OF DESKTOP COMPUTER (SUUKUR)**

<b>Branded, Business Series Desktop Computer preferably from the top International Brands (e.g. HP/Dell/Lenovo/Acer or equivalent/better) and having TPM (Trusted Platform Module).</b>		<i>Specifications offered by bidders</i>
<b>Processor</b>	Intel 12 <sup>th</sup> Generation, Ci3-12100 3.3 GHz to 4.3 GHz	
<b>Chipset M/Board</b>	Intel Chipset Q670 (or equivalent)	
<b>Casing</b>	Tower or Mini Tower	
<b>RAM (installed)</b>	8 GB = 2 x 4GB DDR4/DDR5 <b>OR</b> 1 x 8 GB DDR4/DDR5	
<b>Hard Drive (installed)</b>	500GB SATA (7200 rpm)	
<b>Optical Drive</b>	DVD R-W	
<b>Connectivity</b>	LAN and WLAN 10/100/1000,	
<b>Power Supply</b>	180 w / 240 w	
<b>Keyboard &amp; Mouse</b>	(Manufacturer's brand)	
<b>LED</b>	18.5"/19" LED (Manufacturer's Brand)	
<b>Warranty</b>	3 years Manufacturer's Comprehensive warranty (with parts, labour & onsite)	
<b>Environmental Standards (eco-labels)</b>	ENERGY STAR.	
<b>Operating System</b>	Windows 11 Pro (64bit) English Pre-Installed from (Principal)	
<b>Provided Brand have</b>	Gartner and IDC report, brand should be listed in top 10.	
<b>MAF Letter</b>	Authorization Letter from Manufacturer.	



<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

### **LOT NO. 3: 10 UNITS OF DESKTOP COMPUTER (LARKANA)**

<b>Branded, Business Series Desktop Computer preferably from the top International Brands (e.g. HP/Dell/Lenovo/Acer or equivalent/better) and having TPM (Trusted Platform Module).</b>		<i>Specifications offered by bidders</i>
<b>Processor</b>	Intel 12 <sup>th</sup> Generation, Ci3-12100 3.3 GHz to 4.3 GHz	
<b>Chipset M/Board</b>	Intel Chipset Q670 (or equivalent)	
<b>Casing</b>	Tower or Mini Tower	
<b>RAM (installed)</b>	8 GB = 2 x 4GB DDR4/DDR5 <b>OR</b> 1 x 8 GB DDR4/DDR5	
<b>Hard Drive (installed)</b>	500GB SATA (7200 rpm)	
<b>Optical Drive</b>	DVD R-W	
<b>Connectivity</b>	LAN and WLAN 10/100/1000,	
<b>Power Supply</b>	180 w / 240 w	
<b>Keyboard &amp; Mouse</b>	(Manufacturer's brand)	
<b>LED</b>	18.5"/19" LED (Manufacturer's Brand)	
<b>Warranty</b>	3 years Manufacturer's Comprehensive warranty (with parts, labour & onsite)	
<b>Environmental Standards (eco-labels)</b>	ENERGY STAR.	
<b>Operating System</b>	Windows 11 Pro (64bit) English Pre-Installed from (Principal)	
<b>Provided Brand have</b>	Gartner and IDC report, brand should be listed in top 10.	
<b>MAF Letter</b>	Authorization Letter from Manufacturer.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

#### **LOT NO. 4: 100 UNITS OF LASER PRINTER (Karachi)**

Bidders are required to provide details in the space provided. No need to submit technical proposal on the letter head of bidder.

<b>Desired Specifications of Sindh High Court</b>		<b>Specifications offered by bidder</b>
<b>Technology</b>	LaserJet (preferred brands are HP or Canon or equivalent)	
<b>Print Speed (Black)</b>	18 PPM or higher	
<b>Page Size Support</b>	A4 and Legal Page	
<b>Warranty</b>	1 or 2 years Manufacturer's Comprehensive warranty (with parts, labour & onsite)	
<b>Environmental Standards (eco-labels)</b>	ENERGY STAR.	
<b>MAF Letter</b>	Authorization Letter from Manufacturer.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

#### **LOT NO. 5: 10 UNITS OF LASER PRINTER (SUKKUR)**

Bidders are required to provide details in the space provided. No need to submit technical proposal on the letter head of bidder.

<b>Desired Specifications of Sindh High Court</b>		<b>Specifications offered by bidder</b>
<b>Technology</b>	LaserJet (preferred brands are HP or Canon or equivalent)	
<b>Print Speed (Black)</b>	18 PPM or higher	
<b>Page Size Support</b>	A4 and Legal Page	
<b>Warranty</b>	1 or 2 years Manufacturer's Comprehensive warranty (with parts, labour & onsite)	
<b>Environmental Standards (eco-labels)</b>	ENERGY STAR.	
<b>MAF Letter</b>	Authorization Letter from Manufacturer.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

### **LOT NO. 6: 10 UNITS OF LASER PRINTER (LARKANA)**

Bidders are required to provide details in the space provided. No need to submit technical proposal on the letter head of bidder.

<b>Desired Specifications of Sindh High Court</b>		<b>Specifications offered by bidder</b>
<b>Technology</b>	LaserJet (preferred brands are HP or Canon or equivalent)	
<b>Print Speed (Black)</b>	18 PPM or higher	
<b>Page Size Support</b>	A4 and Legal Page	
<b>Warranty</b>	1 or 2 years Manufacturer's Comprehensive warranty (with parts, labour & onsite)	
<b>Environmental Standards (eco-labels)</b>	ENERGY STAR.	
<b>MAF Letter</b>	Authorization Letter from Manufacturer.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

### **LOT NO. 7: 100 UNITS OF DRY BATTERIES FOR UPS (Karachi)**

<b>Desired Specifications of Sindh High Court</b>		<b>Specifications offered by bidder</b>
<b>UPS</b>	600/700 VA (preferably branded)	
<b>Circuitry Warranty</b>	Minimum 1 Year.	
<b>UPS Battery Warranty</b>	Minimum 1 Year along with all necessary cables.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

**LOT NO. 8: 10 UNITS OF DRY BATTERIES FOR UPS (SUKKUR)**

<b>Desired Specifications of Sindh High Court</b>		<b>Specifications offered by bidder</b>
<b>UPS</b>	600/700 VA (preferably branded)	
<b>Circuitry Warranty</b>	Minimum 1 Year.	
<b>UPS Battery Warranty</b>	Minimum 1 Year along with all necessary cables.	

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

**LOT NO. 9: 10 UNITS OF DRY BATTERIES FOR UPS (LARKANA)**

<b>UPS</b>	600/700 VA (preferably branded)
<b>Circuitry Warranty</b>	Minimum 1 Year.
<b>UPS Battery Warranty</b>	Minimum 1 Year along with all necessary cables.

<b>Make &amp; Model</b>	<b>Unit Price with all taxes Rs. (in figures)</b>	<b>Unit Price with all taxes Rs. (in words)</b>

**Other important and necessary information to be included with technical proposals.****OEM relationships & Warranties**

- Hardware items/equipment should have warranty, including parts, onsite-labour and license (if any)
- All Management software provided should have warranties for one year against defects/bugs as well as updates.
- The responding organization (RO) to be authorized Partner / reseller of the original manufacturer.

**Supply Capabilities**

Responsive Organization should clearly indicate the duration of replacement/repair of quoted item(s) specified in technical proposal.

S. #	Item	Action Item	Response Time (in hours)
1	Computer Systems	Replacement	
		Repair	
		Re-configuration	
		Backup Replacement	

S. #	Item	Action Item	Response Time (in hours)
1	Printers	Replacement	
		Repair	
		Re-configuration	
		Backup Replacement	

S. #	Item	Action Item	Response Time (in hours)
1	UPS	Replacement	
		Repair	
		Re-configuration	
		Backup Replacement	

- No extra charges shall be paid for transportation in Karachi and Larkana.
- All Government taxes shall be applicable as per rules.
- Delivery is required within one week of issuance of Purchase Order.
- 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 budget branch of this Court.
- 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 ([registrar@sindhhighcourt.gov.pk](mailto:registrar@sindhhighcourt.gov.pk)), if they are asked to give gifts/ bribe/ cash/ etc for receiving cheques/award of tender.

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



## 10. Terms & Conditions:

1. **Bidding Method:** *Single Stage-One Envelope* 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**.
9. **Release of Performance Security:** Performance Security shall be released 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 **one week** of issuance of Purchase Order. Items of Sukkur and Larkana shall be delivered at High Court of Sindh Bench at Sukkur and High Court of Sindh, Circuit Court, Larkana respectively. Billing and payment matters will be dealt there.
13. **Delayed Delivery:** 1% penalty of the total amount will be imposed per week 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 station and no extra charges shall be paid for transportation of goods
15. **Inspection:** Physical inspection will be carried out by the concerned staff members of I.T Branch. 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>	

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

### CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF DESKTOP COMPUTERS/ LASER PRINTERS/ DRY BATTERIES FOR UPS/ 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 HIGH COURT 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 Budget Branch. 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.
5. That SUPPLIER shall be fully responsible for delivery of DESKTOP COMPUTERS/ LASER PRINTERS in good condition.
6. That Representatives of the concerned staff member of I.T Department 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 all taxes shall be deducted by the concerned department and its decision shall be final.
13. That all government taxes shall be applicable as per rules.
14. That Bid Security shall be released after submission of Performance Security of 5% of contract price favoring the Registrar, High Court of Sindh.
15. That if SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed at the rate of (1%) of total contract value for each day of delay.
16. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
17. 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.
18. 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

<b>WITNESS:</b>	
<b>NAME:</b>	-----
<b>SIGNATURE &amp; OFFICIAL STAMP</b> <b>STAMP</b>	----- <b>SIGNATURE &amp; OFFICIAL</b>
<b>NAME:</b>	

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>	

## 12. Format of undertaking (to be submitted on stamp paper):

We, _____ _____ do hereby declare on Oath at under:-	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. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh.</li> <li>7. 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>	

### 13. 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: .....

Signature: .....

[Seal]

[Seal]