

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2022-2023

Dated: 16-01-2023

**Service Level Agreement for availing Photocopying Services for
Copying Branch of this Hon'ble Court.**

Tender issued to M/s. _____

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number :	
GST Number:	
Official Whataap Number:	
Official E-mail ID:	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

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Tender Reference No. _____

Dated _____-01-2023

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for “**Service Level Agreement for availing Photocopying Services for Copying Branch of this Hon’ble Court**”, as a Bid, sealed in an envelope. Mr. _____ son of _____ holding CNIC No. _____, Cell 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:	
Signature:	
Stamp:	

1. INTRODUCTION:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested in “**Service Level Agreement for availing Photocopying Services for Copying Branch of this Hon’ble Court**”, as mentioned in tender document, from your esteemed firm / agency for one financial year. **The rates shall be valid for full term of the contract (one year).**

2. INSTRUCTIONS:

- (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.**
- (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) **The last date to submit the Tender Document, separate technical & financial proposals in sealed envelopes is on or before 2nd February, 2023 by 10:45 a.m.** in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi. **The technical proposals will be opened on the same day at 11:30 a.m.** in the presence of representatives who may care to attend.
- (d) **Bid Security of 1% of total annual fee (with all taxes)** will be submitted along with Tender Document in shape of “PAY ORDER” OR “BID SECURITY FORM” in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.

3. FINANCIAL EVALUATION OF ELIGIBILITY QUALIFIED BID(S):

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of **per unit cost (without taxes)**. Taxes shall be applicable, as per rules.

4. MANDATORY ELIGIBILITY CRITERIA

Sr.No.	Eligibility Criteria	Requirement	Attached (Y/N)
1	Profile of company/ firm along with relevant documents.	Mandatory	
2	Registration with relevant tax/ regulatory authorities (copies required).	Mandatory	
3	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory	
4	Average Financial turnover of at least Rs. 0.25 million per annum during the last three years. (financial statements & bank statements are required)	Mandatory	
5	Copies of at least one (01) Work Order along with delivery challans/ performance certificates of similar nature during the last three (03) years	Mandatory	

5. TECHNICAL PROPOSAL/ SCOPE OF WORK:

The successful bidder shall provide Photocopying services to Copying Branch of Hon'ble Sindh High Court as per following scope of work:-

S #	Specifications of services required by Sindh High Court	Specifications offer by the Supplier
1	Work load of Copying Branch (no of copies per day).	5,000 to 6,500 copies per day. Number of copies may be increased/ decreased as per work load.
2	Number of machines required.	04 Machines due to heavy work load.
3	Specifications of machines (Copy per minute, new or refurbished, scanning, RADF, etc.)	Photocopy Machines for dealing with heavy work load is required. All maintenance will be the responsibility of the service provider.
4	Working Hours per day.	8 a.m. to 4 p.m. Working hours may be increased subject to work load.
5	Number of working days.	Six days a week i.e. Monday to Saturday.
6	Payment Mode.	Payment will be made on production of record of document photo copied. Service Provider will be

		responsible for maintaining daily record of document photo copied. Payment will be made from the funds of Copying Branch. Cheque will be issued by the Office of Nazir Branch.	
7	Any other terms and conditions.	Operator/ labour will be provided by the Service Provider. Space and Electricity will be provided by Sindh High Court.	

6. FINANCIAL PROPOSAL:

1. All Government taxes shall be applicable as per rules.
2. Unit Copying Cost shall be fixed for one year and cannot be changed on the basis of fluctuation/ changes in dollars/political/ economical other issues. However, changes in tax rate shall be adjusted as per rules.
3. Only fixed monthly fee will be paid by Sindh High Court on provision of invoice after each preceding month. All other charges (if any) will be responsibility of the service provider.
4. Bidder shall be bound to submit monthly bill to Copying Branch on time. Copying Branch shall scrutinize the bill and forward the same to Nazir Branch for payment.
5. Bidder shall be bound to submit all required documents along with bill.

FINANCIAL PROPOSAL		
S #	DESCRIPTION	Unit Cost with all taxes in Pak Rupees
1	Unit Cost of Copying (Legal Paper) with paper, labor and all charges without taxes.	

Name	
Designation	
Cell Number	
Signature & stamp	

7. TERMS & CONDITIONS:

1. **Single Stage-One Envelope method** will be adopted for bidding process as per rules.
2. Company Profile along with relevant documents be attached with this document.
3. The rate quoted shall remain valid for one year. Unless terminated earlier, upon expiry, agreement for availing copying services shall be extendable upon mutual consent of the parties in writing. However, if none of the parties have served to the other, a termination notice prior to the expiry of the contract term, then the agreement shall automatically be renewed for a period of twelve months from the date of expiry of previous contract.
4. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
5. The contract shall be terminated in case of violation of terms and conditions by the contractors.
6. All bids must be accompanied by an earnest money/ security of **1% of total annual fee (without taxes)**. 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 whereas the bid security money of successful bidder will be released after the submission of performance security equivalent to 10% of contract price.
7. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
8. All rules, regulations and policies will be governed in accordance to the SPPRA.
9. General Sales Tax/ Service etc shall be paid as per rules. All taxes shall be deducted by the office of A.G Sindh and its decision shall be final.
10. SHC reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. SHC, also reserve the right to issue Purchase Order for any single item to different lowest responsive bidders or issue Purchase Order for all the items to any lowest responsive bidder.
11. 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.
12. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / / Work Order.
13. The contractor shall pay all the cost for preparation of legal documents of contract.
14. SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.

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

Name:	
Designation:	
Signature & stamp	

8 . FORMAT OF UNDERTAKING (TO BE SUBMITTED ON STAMP PAPER):

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. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh.
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.

Name of Deponent:	
Designation:	
Signature & stamp	
Date	

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]

THE END