

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE FINANCIAL YEAR 2020-2021

Tender Reference NO.SHC/Budget/Tender-2020-2021/XI

Dated: 08-05-2021

Procurement of Office Uniforms and Photostat Machines on lot wise basis for High Court of Sindh, Karachi and Circuit Court, Larkana.

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

Chairman, Procurement Committee	
Member, Procurement Committee	Member, Procurement Committee

Contents

1. Introduction & Instruction:	4
2. Principles of Procurement:	4
3. Clarification and Modification of Bidding Documents:	5
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:	7
8. Specifications & Financial Proposal:-	8
LOT NO. 1 BLUE SHERWANI WITH FABRIC & STITCHING FOR HAWALDAR POSTED AT KARACHI):-	8
LOT NO. 2 WHITE SHERWANI WITH FABRIC & STITCHING FOR HAWALDAR POSTED AT KARACHI:-	9
LOT NO. 3 WHITE SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR HAWALDAR, NAIB QASID AND DRIVER POSTED AT KARACHI:-	10
LOT NO. 4 MALASIA GREY SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR CHOWKIDAR, GARDENER, FARASH, SAINTARY WORKER, PLUMBER, ELECTRICIAN ETC POSTED AT KARACHI :-	11
LOT NO. 5: SOCKS FOR STAFF POSTED AT KARACHI:-	12
LOT NO. 6: SHOES FOR STAFF POSTED AT KARACHI:-	12
LOT NO. 7: BLUE SHERWANI WITH FABRIC & STITCHING FOR HAWALDAR POSTED AT LARKANA):-	13
LOT NO. 8: WHITE SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR HAWALDAR, NAIB QASID, DRIVER, BAILIFF, DISPATCH RIDER, BEARER POSTED AT LARKANA:-	14
LOT NO. 9: MALASIA GREY SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR CHOWKIDAR, GARDENER, FARASH, SAINTARY WORKER, ETC POSTED AT LARKANA :-	15
LOT NO. 10: SOCKS FOR STAFF POSTED AT LARKANA:-	16
LOT NO. 11: SHOES FOR STAFF POSTED AT LARKANA:-	16
Lot No. 12: SIX (06) UNITS OF 20 CPM PHOTOSTAT MACHINES	17
Lot No. 13: ONE (01) UNIT OF 40 CPM PHOTOSTAT MACHINE	18
9. Calculation of Bid Security	20
10. Terms & Conditions:	21
11. Format of Undertaking (to be submitted on stamp paper):	25
12. Format of Contract Agreement (to be submitted on stamp paper):	26

Tender Reference No. _____

Dated ___-05-2021

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply of Office Uniforms & Photostat Machines for staff members of Sindh, High Court for High Court of Sindh, Karachi and Larkana”**, 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 **Office Uniforms for staff members of Sindh, High Court for High Court of Sindh, Karachi**, 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.

Purpose & Scope	Procurement of Office Uniforms and Photostat Machines on lot wise basis for High Court of Sindh, Karachi and Circuit Court, Larkana.
Method of Procurement	Tender (Single Stage One Envelope Method)
Date of availability of tender document on website	7 th May, 2021. http://www.sindhhighcourt.gov.pk/tender.php .
Date & time of Submission of Bids	On or before 24 th May, 2021 at 11:00 a.m.
Date & time of Opening of Bids	On 24 th May, 2021 at 11:30 a.m.
Venue of Bid Submission & Opening	Office of D.G (F&A), inside I.T Compound, Sindh High Court, Saddar, Karachi.
Tender Fee	Nil
Bid Security	5% of the bid price with all taxes on lot wise basis in the form of Deposit at Call or pay order or demand draft or a Bank Guarantee as per rules.
Evaluation Criteria	Lowest evaluated bid (s) on item wise basis.
Estimated Cost	Rs. 4.0 million approximately.
Bid Validity Period	90 days from the date of opening of bids.

Please be informed that in case of public holiday/ unforeseen events, tender will be opened on the next working day.

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 copies of all required documents as mentioned in “Eligibility Criteria.

3. Clarification and Modification of Bidding Documents:

Bidding Document has been prepared as per rules. Clarifications (if any) for contents of bidding documents may be sent to the Procurement Committee comprising D.G (F&A), D.R (Accounts) and Accounts Officer, A.G Sindh 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) working 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) working days of uploading of reports and we will not submit any objection after the lapse of time.

Name	
Designation	
Cell Number	
Signature & stamp	

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. Non-responsive Bids:-

Following bids shall be rejected without any consideration being non-responsive.

- Incomplete Tender Document.
- Any row and/or column of tender document are left blank.
- Required documents are not furnished.
- Irrelevant documents which were not required are attached with bids.
- Non-compliance of tender documents.
- Mis-presentation in tender document.
- Submission of fake documents.
- Non-submission of delivery challans of the relevant purchase orders.
- Samples of fabric and brand names are not mentioned on the fabric for the relevant lot.
- Samples of shoes/ socks are not provided for the relevant lot.

7. Financial Evaluation of Eligibility Qualified Bid(s):

Financial Evaluation of eligibility qualified Bid (s) shall be done on LOT WISE BASIS (UNIT PRICE WITH GST). All government taxes shall be applicable as per rules. Tender may be awarded to the lowest 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.

8. Mandatory Qualification/ Eligibility Criteria:

Hard Copies (print out) of following documents are mandatory. Tender shall be rejected being non-responsiveness in case of non-availability of following documents.

S.No	Eligibility Criteria	Nature
1	<p><u>TENDER DOCUMENTS:-</u></p> <p>Complete filled, signed & stamped Tender Document. Tender Documents must be completely filled. No row/ column should be left blank. Complete Tender shall be rejected in case of incomplete tender document.</p>	Mandatory
2	<p><u>TAX REGISTRATION:-</u></p> <p>Copies of tax registration certificates are mandatory. Please enclose copies of GST and NTN.</p>	Mandatory
3	<p><u>PURCHASE ORDERS:-</u></p> <p>Copies of at least THREE (03) Purchase Orders along with delivery challan of similar nature during the last three years. The amount of Purchase Order should be atleast Rs. 300,000/=</p>	Mandatory
4	<p><u>FINANCIAL STABILITY:-</u></p> <p>Audited Financial Statements of last three (03) years with minimum Sales Revenue of at least Rs. 1 million per year.</p> <p style="text-align: center;">OR</p> <p>Proof of Tax Payer of last three (03) years with minimum Sales Revenue / Income of at least Rs. 1 million per year.</p>	Mandatory
5	<p><u>UNDERTAKING:-</u></p> <p>Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. (As per format given at the last page of tender document)</p>	Mandatory
6	<p><u>CONTRACT AGREEMENT:-</u></p> <p>Contract agreement on stamp paper as per required format is mandatory.</p>	Mandatory

7	<p><u>Sole Distributor/ Dealership Certificate:-</u> Sole Distributor or Dealership Certificate is mandatory for Photostat Machines.</p>	<p>Only Mandatory for Photostat Machines.</p>
---	---	--

9. Specifications & Financial Proposal:-

UNIFORMS FOR STAFF MEMBERS OF KARACHI

Uniforms Articles of all lot of Karachi will be delivered in High Court of Sindh, Saddar, Karachi. Actual measurement will be done in the premises of Sindh High Court, Karachi. Unit Price should include all charges including transportation, administration charges etc. No extra payment shall be made under any circumstance.

LOT NO. 1 BLUE SHERWANI WITH FABRIC & STITCHING FOR HAWALDAR POSTED AT KARACHI):-

Specifications	Quantity	Unit Price with GST of One piece of Sherwani with fabric and stitching and design as instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u> Blue Sherwani (high quality fabric of famous brand or equivalent standard; badges and monogram with golden ribbon work as per instruction of client and sample. Please quote rate after inspection of sample.</p>	86		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of this Court. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 2 WHITE SHERWANI WITH FABRIC & STITCHING FOR HAWALDAR POSTED AT KARACHI:-

Specifications	Quantity	Unit Price with GST of One piece of Sherwani with fabric and stitching and design as per instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u></p> <p>White Sherwani (high quality fabric of famous brand or equivalent standard; badges and monogram as per instruction of client and sample. Please quote rate after inspection of sample.</p>	86		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of this Court. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 3 WHITE SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR HAWALDAR, NAIB QASID AND DRIVER POSTED AT KARACHI:-

Specifications	Quantity	Unit Price with GST of One piece of Shalwar Kameez with fabric and stitching and design as per instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u></p> <p>White Shalwar Kameez (high quality wash & wear fabric of famous brand or equivalent standard) with badges and monogram as per instruction of client.</p> <p>Stitching shall be single stitching, imported fusing, one (01) front & two (02) sides pockets, full over lock as per instruction of client.</p>	432		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of this Court. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 4 MALASIA GREY SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR CHOWKIDAR, GARDENER, FARASH, SAINTARY WORKER, PLUMBER, ELECTRICIAN ETC POSTED AT KARACHI :-

Specifications	Quantity	Unit Price with GST of One piece of Shalwar Kameez with fabric and stitching and design as per instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u></p> <p>Malasia Grey Shalwar Kameez (high quality wash & wear fabric of famous brand or equivalent standard) with badges and monogram as per instruction of client.</p> <p>Stitching shall be single stitching, imported fusing, one (01) front & two (02) sides pockets, full over lock as per instruction of client.</p>	300		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of this Court. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 5: SOCKS FOR STAFF POSTED AT KARACHI:-

Specifications	Quantity	Unit Price with GST of One pair of Socks Rs.	Amount with GST (Quantity * Unit Price) Rs.
Black socks Dowson or equivalent standard.	720		

LOT NO. 6: SHOES FOR STAFF POSTED AT KARACHI:-

Specifications	Quantity	Unit Price with GST of One pair of Shoes Rs.	Amount with GST (Quantity * Unit Price) Rs.
Black Shoes of Bata or equivalent standard. Long durable & highly comfortable Shoes for long working hours. Light weight shoes. Without lace shoes. Warranty against manufacturing defects.	360		

UNIFORMS FOR STAFF MEMBERS OF LARKANA

Uniforms Articles of all lot of Larkana will be delivered in High Court of Sindh, Circuit Court, Larkana. Actual measurement will be done in the premises of Sindh High Court, Circuit Court, Larkana. Unit Price should include all charges including transportation, administration charges etc. No extra payment shall be made under any circumstance. Bills will be submitted in the Office of the Additional Registrar, Larkana and cheque will also be issued from the said office.

LOT NO. 7: BLUE SHERWANI WITH FABRIC & STITCHING FOR HAWALDAR POSTED AT LARKANA):-

Specifications	Quantity	Unit Price with GST of One piece of Sherwani with fabric and stitching and design as instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u></p> <p>Blue Sherwani (high quality fabric of famous brand or equivalent standard; badges and monogram with golden ribbon work as per instruction of client and sample. Please inspect sample before quoting rates.</p>	06		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of Larkana. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 8: WHITE SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR HAWALDAR, NAIB QASID, DRIVER, BAILIFF, DISPATCH RIDER, BEARER POSTED AT LARKANA:-

Specifications	Quantity	Unit Price with GST of One piece of Shalwar Kameez with fabric and stitching and design as per instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u></p> <p>White Shalwar Kameez (high quality wash & wear fabric of famous brand or equivalent standard) with badges and monogram as per instruction of client.</p> <p>Stitching shall be single stitching, imported fusing, one (01) front & two (02) sides pockets, full over lock as per instruction of client.</p>	45		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of Larkana. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 9: MALASIA GREY SHALWAR KAMEEZ WITH FABRIC AND STITCHING FOR CHOWKIDAR, GARDENER, FARASH, SAINTARY WORKER, ETC POSTED AT LARKANA :-

Specifications	Quantity	Unit Price with GST of One piece of Shalwar Kameez with fabric and stitching and design as per instruction of client. Rs.	Amount with GST (Quantity * Unit Price) Rs.
<p><u>High Quality Fabric & Stitching:-</u></p> <p>Malasia Grey Shalwar Kameez (high quality wash & wear fabric of famous brand or equivalent standard) with badges and monogram as per instruction of client.</p> <p>Stitching shall be single stitching, imported fusing, one (01) front & two (02) sides pockets, full over lock as per instruction of client.</p>	35		

Please provide sample of fabric and mention the brand name on fabric with signature & stamp of bidder.

Uniforms shall be measured as per actual measurement of each and every staff members of Larkana. Proposal of Office Uniforms with standard sizes i.e. small, medium & large sizes shall not be considered.

LOT NO. 10: SOCKS FOR STAFF POSTED AT LARKANA:-

Specifications	Quantity	Unit Price with GST of One pair of Socks Rs.	Amount with GST (Quantity * Unit Price) Rs.
Black socks Dowson or equivalent standard.	88		

LOT NO. 11: SHOES FOR STAFF POSTED AT LARKANA:-

Specifications	Quantity	Unit Price with GST of One pair of Shoes Rs.	Amount with GST (Quantity * Unit Price) Rs.
Black Shoes of Bata or equivalent standard. Long durable & highly comfortable Shoes for long working hours. Light weight shoes. Without lace shoes. Warranty against manufacturing defects.	88		

PHOTOSTAT MACHINES FOR SINDH HIGH COURT, KARACHI**Lot No. 12: SIX (06) UNITS OF 20 CPM PHOTOSTAT MACHINES FOR KARACHI**

STANDARD PHOTOSTAT MACHINE		
	Requirements of Sindh High Court	Specifications offered by Bidder
1	Brand	Canon or imported / equivalent standard
2	Type	Sealed Pack & Original Machine
3	Copy per minute	Minimum 20 CPM
4	Paper Size	Copy & Original Size upto A3.
5	RADF	Required
6	Wireless Connectivity	Computers and mobile devices can be connected wirelessly with Photostat Machine. All required accessories/components/kits/ software must be provided and included in cost of machine.
7	Cost Effect & Economical Machine	Bidders are directed to furnish list & cost of consumable items to prove their claim that their machine is cost effective and economical machine. (Must be attached with technical proposal)
8	Accessories	With installation, all accessories. Local trolley, and consumable parts
9	Warranty	One (01) Year Open Box Warranty from the date of opening of box/installation with parts, labor and on site. Free quarterly service for one year on site.

20 CPM PHOTOSTAT MACHINE		
Make & Model	Unit Price with GST Rs. (in figures) including transportation & installation	Unit Price with GST Rs. (in words) including transportation & installation

Name	
Designation	
Signature & stamp	

Lot No. 13: ONE (01) UNIT OF 40 CPM PHOTOSTAT MACHINE FOR KARACHI

ONE (01) UNIT OF HEAVY DUTY PHOTOSTAT MACHINE (40 CPM)			
	Requirements of Sindh High Court		Specifications offered by Bidder
1	Brand	Canon or imported / equivalent standard	
2	Type	Sealed Pack & Original Machine	
3	Copy per minute	Minimum 40 CPM	
4	Paper Size	Copy & Original Size upto A3.	
5	RADF and ADU	Required	
6	HDD	Minimum 256 GB	
7	Scanner	Required	
8	Paper Capacity	Two Paper Cassette 550 Sheet each & 100 Sheet Stack Feed Bypass	

9	Wireless Connectivity	Computers and mobile devices can be connected wirelessly with Photostat Machine. All required accessories/components/kits/ software must be provided and included in cost of machine.	
10	Cost Effect & Economical Machine	Bidders are directed to furnish list & cost of consumable items to prove their claim that their machine is cost effective and economical machine. (Must be attached with technical proposal)	
11	Accessories	With installation, all accessories, local trolley, and consumable parts	
12	Warranty	One (01) Year Warranty with parts, labor and on site. Free quarterly service for one year on site.	

40 CPM PHOTOSTAT MACHINE

Make & Model	Unit Price with GST Rs. (in figures) including transportation & installation	Unit Price with GST Rs. (in words) including transportation & installation

Name	
Designation	
Signature & stamp	

Chairman, Procurement Committee	
Member, Procurement Committee	Member, Procurement Committee

10. Calculation of Bid Security

1. **Bid Security of 5% of total quoted amount with all taxes** 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 **Drawing & Disbursing Officer, High Court of Sindh, Karachi.**
3. Original Bid Security and copy of the same are mandatory.

Please attach/ paste/ staple copy of Bid Security in this Box

10. Terms & Conditions:

1. **Bidding Method:** *Single Stage-One Envelope method* will be adopted for bidding process as per SPPRA Rules.
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 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 **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 after submission of Performance Security equal to **10% 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 officer.

10. **Validity Period:** The procurement contract will be awarded within bid **validity period i.e. 90 days** as per SPRRA 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 **thirty (30) calendar days** of issuance of Purchase Order or as mutually decided by Sindh High Court and successful bidder. Due to nature of procurement, delivery time may be extended on case to case basis.
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 as mutually decided.
14. **Inspection:** Physical inspection will be carried out by the concerned Officer of this Court. Ordered material is subject to final inspection at the time of delivery.
15. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
16. **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).
17. **Condition of Goods:** All items must meet in all respects with the sample/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.
18. **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.
19. **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.
20. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.

21. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
22. **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.
23. **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.
24. **Stamp Duty:** Stamp duty will be levied as per rules. All matters of stamp duty shall be dealt with by the budget branch and A.G Sindh.
25. **Cost of Bidding:** Tender documents can be downloaded free of cost. However, 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.
26. **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.
27. **Interest on Late Payments:** No interest shall be paid on late payment if cheque is received late from the Office of A.G Sindh. However, every effort shall be made for timely payments to successful bidders.
28. **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.
29. **Warrants:** Supplier must warrants that goods supplied would be new, unused and as per best industrial standards. All terms and conditions of standard warranty shall be applicable.
30. **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.

31. **Manipulation of Tender Documents:** Any type of manipulation/ alteration/ changes in tender document by the bidder for favoring the bidder shall not be tolerated under any circumstances and bid shall be rejected being non-responsive.

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

Name:	
Designation:	
Signature & stamp	
Cell No	

11. Format of Undertaking (to be submitted on stamp paper):

We, _____ located at _____ do hereby undertake/ 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 we are not defaulter with any bank or financial institution.
3. That we have not provided any false/ misleading information to High Court of Sindh.
4. That our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.
5. 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	

12. Format of Contract Agreement (to be submitted on stamp paper):

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF

This Deed of Agreement is made and entered into on _____ day of _____
2021

BETWEEN

Sindh High Court Establishment through its _____
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 _____ **on lot wise basis** from second
party through tender as per specifications/ requirements, rates 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, rates 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 complete delivery or cancelled by SHC.
2. That the quality and quantity of the materials shall be as per specification/ requirements mentioned in tender document and approved bid evaluation report.
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 SHC reserves the right to change the quantity of items as per availability of budget and rules.
8. 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.
9. 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.
10. 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.
11. 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.
12. That all taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
13. That all government taxes including stamp duty shall be applicable as per rules.
14. That Bid Security shall be released after submission of Performance Security of 5% of contract price or may be adjusted with performance security.
15. 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 week 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.

High Court of Sindh, Karachi:	M/s. _____
Name & Designation:	Name & Designation:
CNIC No:	CNIC No:
Signature:	Signature:
Stamp:	Stamp: