

# **SINDH HIGH COURT, KARACHI**

## **TENDER DOCUMENT FOR THE YEAR 2018-2019**

**Tender Reference NO.SHC/Budget/Tender-2018-19/VI**

**Dated: 25-05-2019**

**Supply of Printing Items for High Court of Sindh, Karachi.**

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## 1. Introduction

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **Printing Items for High Court of Sindh, Principal Seat, Karachi, , on ITEM WISE BASIS**, 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.**

## 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 10<sup>th</sup> June, 2019**, in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi, as reflected in Tender Notice.
- (d) **Bid Security of 2 % of total quoted amount of all items** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT as reflected in tender notice.

### 3. Eligibility Criteria:

S.No.	Eligibility Criteria	Requirement
1	Profile of company/ firm along with relevant documents	Mandatory
2	Relevant Tax Registration Certificates (copies required)	Mandatory
3	Copies of at least three (03) purchase orders of similar nature during the last three years along with Completion Certificate for the work completed or any other relevant proof of experience of similar nature.	Mandatory
4	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory
5	Average Financial turnover of at least Rs. 0.5 million per annum during the last three years. (financial statement or bank statement or both are required)	Mandatory

#### 4. Specification and requirement of Printing Items:-

Sr. Nos.	ITEM NAME	SPECIFICATION OF PRINTING ARTICALES' DETAILS	REQUIRED QUANTITY	
1	2	3	4	
01	BAILIFF REPORT PERFORMA	55 GRAMS, ON DUPLICATING PAPER (PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE)	60000	Sheets
02	DIARY SHEET	55 GRAMS ON DUPLICATING PAPER PRINT AS PER PRESCRIBED SPECIMEN	150000	Sheets
03	FILE COVER (DUPLEX) CONFIDENTIAL	250+250 GRAMS PASTED (DUPLEX) SIZE: 13 ½ X 11" WITH eyelet LARGE SIZE	1200	File covers
04	FILE COVER (DUPLEX) DEVLOPMENT	250+250 GRAMS SIZE: 10½" X 14¼" WITH EYELID LARGE SIZE	1200	File covers
05	FILE COVER (DUPLEX ) GAZETTE	250+250 GRAMS SIZE: 10½" X 14½" CLOSED WITH TWO EYELID LARGE SIZE	1500	File covers
06	FILE COVER (BLUE)	300 GRAMS BOX BOARD SIZE: 14 ¼ X 10 CLOSED SIZE PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE)	15000	File covers
07	FILE COVER (MIT)	- DO -	10000	File covers
08	FILE COVER (DUPLEX ) ADMIN	250+250 GRAMS PASTED (DUPLEX) SIZE: 10½" X 14½" CLOSE WITH 4 EYELID (PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE)	1500	File covers

09	FILE COVER (TAX) ASH WHITE	400 GRAMS DUPLEX BOX BOARD IN (2 PCS SET) SIZE: 8 ¾ X 13 ¾ PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE	10000	File covers
10	FILE COVER (JUDICIAL) MISSING PERSON	400 GRAMS DUPLEX BOX BOARD IN (2 PCS SET) SIZE: 8 ¾ X 13 ¾ PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE	1500	File covers
11	FILE COVER (PACKKA)	1750 X 2 GRAMS SIZE: 9” X 13½” WITH 4 EYELIDS PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE)	500	File covers
12	FILE COVER (JUDICIAL) COLOR: RED	400 GRAMS (DUPLEX) BOX BOARD IN 2 PCS SET size: 8 ¾ x 13¾ (PRINTED AS PER PRESCRIBED SPECIMEN AND SAMPLE)	5000	File covers
13	FILE COVER (JUDICIAL) YELLOW	400 GRAMS DUPLEX BOX BOARD IN PCS SET 2 (8¾” X 13¾”) PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE )	50000	File covers
14	INSTITUTION REGISTER	80 GRAMS OIFFSET PAPER COTAINING 400 PAGES SIZE: 19½” X 14½” (PRINT AS PER PRESCRIBED SPECIMENS) WITH HARD BOARD 48 OZ BINDING.	200	Register
15	INWARD REGISTER	80 GRAMS OFFSET PAPER CONTAINING 400 PAGES SIZE: 16” X 8½” (PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE )	60	Inward

16	JUDGES NOTE BOOK	95 GRAMS ON LEDGER PAPER, CONTAINING 500 SR. NUMBERS SIZE: (11¼" X 8½") HARD STITCH LEATHER BINDING, COVER 32 OZ (BOARD). (PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE )	50	Book
17	MUSTER ROLL	90 GRAMS OFFSET PAPER IMPORTED CONTAINING 50 PAGES COMPLETE 4 COLOURS ON PRINTED TITLE COVER WITH HARD 32 OZ BOARD BINDING (PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE )	50	Roll
18	ORDER SHEET	75 GRAMS SIZE: 13 ½ X 8 ½ (OFFSET PAPER IMPORTED) (PRINT AS PER PRESCRIBED SPECIMEN & SAMPLE )	100000	Sheets
19	OUTWARD REGISTER	80 GRAMS OFFSET PAPER CONTAINING 400 PAGES SIZE: 16" X 8½" (AS PER PRESCRIBED SPECIMEN & SAMPLE )	60	I- Register

## 6. SAMPLE OF FINANCIAL PROPOSAL

Bidders are advised to submit separate financial proposal of each item. Bidders can apply for one and/ or more and/ or all Items. Bid Security may be submitted for 2% of total amount of all quoted items.

Name of Items	Unit Price without GST Rs.	Quantity	Amount Rs.

## 7. Terms & Conditions:

- Bidding Method:** Single Stage-One Envelope method will be adopted for bidding process as per SPPRA Rules.
- Validity Period:** The procurement contract will be awarded within bid validity period i.e. 90 days as per SPRRA Rules.
- Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement.
- Time of Delivery of Good:** The delivery should be made by the supplier at the store of High Court of Sindh, Principal Seat, Karachi, as per purchase order.
- 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.
- 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.
- Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.

8. **Payment Term:** Payment shall not be made in advance and against partial deliveries.
9. **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.
10. **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.
11. **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.
12. **Bid Security:** All bids must be accompanied by an earnest money/ security of **2% of total bid amount**. 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 completion of work/ or submission of performance security.
13. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
14. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
15. **Rights:** 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.
16. **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.
17. **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 applicable

rates / denomination of Purchase / Work Order.

18. **Stamp Duty:** Stamp duty will be levied as per rules.

19. **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](http://www.spprasindh.gov.pk) for further details.

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>	

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**

## 8. Documents Check List

S.No	Description	Yes/ No
1	Company Profile	
2	Copies of relevant Tax Registration	
3	Copies of Purchase Orders	
4	Undertaking on judicial stamp paper	
5	Financial Statements / Bank Statements	
6	Bid Security	
7	Samples have been inspected at the store of Sindh High Court	

All the above mentioned documents/ requirements have been furnished.

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

## 9. Sample of Proposal Submission Form:

To be printed on the letter head of firm.

Tender Reference No.

Dated\_\_\_\_\_

Name of Contract:

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 you are 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:

## 10. Sample of Articles of Agreement:

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Sindh High Court, Karachi, Sindh, including his successors in office and Assignees / Agents, acting through the learned Registrar, hereinafter called the “**SHC**”, of the one part,

**And** M/s \_\_\_\_\_, located at \_\_\_\_\_, hereinafter called the “**Contractor**” which expression shall include their successors, legal representatives of the second part.

Whereas the **SHC** requires supply of \_\_\_\_\_ and whereas the **Contractor** has agreed to supply, the said items valued at **Rs.** \_\_\_\_\_ and words (\_\_\_\_\_) as per Purchase Orders, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

**Now this Agreement witnesses as follows:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by \_\_\_\_\_ on behalf of the **Contractor**, and by the learned Registrar on behalf of the **SHC**, all of (name and designation of the authorized person) Which shall be deemed to form and be read and construed as a part of this **Agreement** viz.

- a) Articles of Agreement;
- b) Instructions to Tenderers;
- c) Conditions of Contract;
- d) Contractor's Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in.
- e) The specifications of the items; and
- f) Bill of Quantity with prices.

**In Witness Thereof** the parties have hereunto set their respective hands and seals, the day, month and year first above written.

**WITNESSES:**

**(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]