

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT (FREE OF COST)

FOR THE FINANCIAL YEAR 2020-2021

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

Dated: 06-04-2021

“Supply & Installation of 500 KVA Prime Power diesel Generator complete imported set with factory fitted canopy (Denyo, Caterpillar or equivalent standard) for High Court of Sindh, Karachi”.

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
SRB Number	
Engineering Council Registration No	
Official Whatsapp No	
Official E-mail Id	
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

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 500 KVA Prime Power diesel Generator complete imported set with factory fitted canopy (Denyo, Caterpillar or equivalent standard) for High Court of Sindh, Karachi”, as a Bid, _____ sealed _____ in _____ an _____ envelope. Mr. _____ holding CNIC No. _____ has been authorized to attend the Bid Meetings on behalf of our organization.

We understand that Sindh High Court is not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of Purchase Committee shall be final and cannot be challenged on any ground at any forum and the Purchase Committee will not be liable for any loss or damage to any party acting in reliance thereon.

Sincerely,

Name:

Designation:

Name of Company

Dated:

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1. Scope of Work:

Dear Tenderer:

SHC is interested to procure following item from the interested bidders.

Purpose & Scope	500 KVA Prime Power diesel Generator complete imported set with factory fitted canopy (Denyo, Caterpillar or equivalent standard) Engine: Japan/ UK/USA/France/ Italy or equivalent/ higher standard. Dg Set Coupling: Japan/ UK/USA/France/ Italy or equivalent/ higher standard. Alternator: Japan/ UK/USA/France/ Italy or equivalent/ higher standard
Method of Procurement	Tender (Single Stage Two Envelopes Method)
Date of availability of tender document on website	Saturday 10 th April, 2021. http://www.sindhhighcourt.gov.pk/tender.php .
Date & time of Submission of Bids	On or before Monday, 26 th April, 2021 at 11:00 a.m.
Date & time of Opening of Bids	On 26 th April, 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 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.
Estimated Cost	Rs. 18 million approximately.
Place of delivery of items	Sindh High Court, Karachi.
Expected date of delivery	18 Weeks from the issuance of Purchase Order.
Bid Validity Period	90 days from the date of opening of bids.

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 soft copies of scanned tender documents and tax registration certificates.

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) 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 (soft & hard copies) 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 as per rules. 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 subject to rules.

6. Financial Evaluation of Eligibility & Technical Qualified Bid(s):

Financial Evaluation of eligibility and technically qualified Bid (s) shall be done on the basis of TOTAL AMOUNT (WITH ALL TAXES), as per format of financial proposal of this tender document. 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 Criteria:

Mandatory Requirements:-

Following certificate/ documents are mandatory for participating in the tender.

1. NTN Certificate.
2. Sales Tax Certificate.
3. SRB Certificate.
4. Engineering Council Certificate.
5. Affidavit on given format on stamp paper.
6. Contract Agreement on stamp paper.

S #	Particulars	Flag	Maximum Marks	Self-marking (to be filled by the bidder)	Marks obtained (to be filled by the Committee after evaluation)
1	<u>TYPE OF ORGANIZATION:-</u> (Private Limited= 10, Partnership=5, Proprietorship= 2)	A	10		
2	<u>QUALITY ASSESSMENET (ISO CERTIFICATION FROM THE PRINCIPAL):-</u> <ul style="list-style-type: none"> • ISO 9001 • ISO 14001 (5 marks for each certificate)	B	10		
3	<u>SOLE DISTRIBUTOR/ DEALERS:-</u> (Sole Distributor= 10 marks Dealership= 05 marks)	C	10		
4	<u>BRANCH OFFICE:-</u> Four cities = 10 Marks Three cities= 8 Two cities = 6 Marks Less than two = 0 Marks	D	10		

5	<p><u>AUDITED FINANCIAL STATEMENTS:-</u></p> <p>Last Five Years Audited Report.</p> <p>(1 Year audited report = 02 marks. 2 Years audited report = 04 marks. 3 Years audited report = 06 marks. 4 Years audited report = 08 marks. 5 Years audited report = 10 marks.)</p>	F	10		
6	<p><u>ANNUAL TURNOVER (SALES OF GENERATORS) IN LAST 3 YEARS:-</u></p> <p>More than 500 million=10 marks 400 to 500 million= 8 marks 300 to 400 million=6 marks 200 to 300 million=4 marks Less than 200 million= 0 mark)</p>	G	10		
7	<p><u>INCOME TAX RETURN</u></p> <p>Income tax return 2020 = 10 Marks Income tax return 2019 = 5 Marks</p>	I	10		
8	<p><u>PURCHASE ORDERS :-</u></p> <p>Attested Purchase Orders of generators (500 KVA or above) delivered to Public Sector Organizations / Private Sector during the last five years.</p> <p>(In case, attested purchase order (s) from the concerned organization is/ are not available then delivery challan (s) of the same purchase order is/ are mandatory)</p> <p>(20 PO OR MORE= 20 marks 15 TO 19 PO= 15 marks 10 TO 14 PO= 10 marks Less than 10 PO= 5 mark)</p>	J	20		

9	<p><u>PURCHASE ORDERS OF SIMILAR MODEL OF GENERATOR:-</u></p> <p>Attested Purchase Orders of similar model of Generator which is being offered to Sindh High Court through this tender.</p> <p>(In case, attested purchase order (s) from the concerned organization is/ are not available then delivery challan (s) of the same purchase order is/ are mandatory)</p> <p>(1 PO = 02 marks 10 PO = 10 marks)</p>	K	10		
<p>Passing Marks= 70%</p>					

7.1. Details of Purchase Orders of Generators (500 KVA or above) sold to Public Sector Organizations:-

Please be informed that Purchase Orders shall not be considered if the following column (s) are left blank. Kindly use extra sheets if so required.

S. #	Purchase Order issued by (Name of Organization)	Date of Purchase Order	Delivery Challan Number & Date	Name & Contact No of Focal Person for verification of PO	Is PO attested from the concerned organization?
1					
2					

3					
4					
5					
6					
7					
8					
9					

10					
----	--	--	--	--	--

7.2. Details of Purchase Orders of Generators (500 KVA or above) sold to Private Sector Organizations:-

Please be informed that Purchase Orders shall not be considered if the following columns (s) are left blank. Kindly use extra

S. #	Purchase Order issued by (Name of Organization)	Date of Purchase Order	Delivery Challan Number & Date	Name & Contact No of Focal Person for verification of PO	Is PO attested from the concerned organization?
1					
2					
3					
4					

5					
6					
7					
8					
9					
10					

7.3. Number of units of make & model of generator (which is being offered to Sindh High Court) sold during the last one year.

S. #	Purchase Order issued by (Name of Organization)	Date of Purchase Order	Delivery Challan Number & Date	Name & Contact No of Focal Person for verification of PO	Is PO attested from the concerned organization?
1					
2					
3					
4					
5					
6					

7					
8					
9					
10					

7.4. Details of Branch/Offices

S. No.	Address of Branch/ Office	Telephone No	Fax/ E-mail

7.5. QUALITY ASSESSMENET (ISO CERTIFICATION FROM THE PRINCIPAL)

S.No	ISO Certification Name	Details

8. Satisfactory Performance Certificates:-

S.No	Certificate issued by	Date of Certificate	Name & Phone Number of Focal Person for verification
1			
2			
4			
5			
6			
7			
8			
9			
10			

9. Details of Sole Distributor Dealership Certificate

Type of Certificate (Sole Distributor or Dealership)	
Date of issuance of Certificate	
Date of expiry of Certificate	
Certificate Number	
Certificate issued by	

10. Format of Technical Proposal:

Bidders are required to submit lot wise technical proposal as per following format. Technical Proposal submitted on any other format shall be rejected being non-responsive.

Requirement of Sindh High Court		Specifications offered by bidder
Features	Details	
Model	Complete imported assembled generator set with factory fitted canopy (Denyo, Caterpillar or equivalent standard)	
Prime Power	Minimum 500 KVA	
DGSET Manufacturing Year	2020-2021	
Engine	Japan/UK/USA/France/ Italy or equivalent/ higher standard.	
Alternator	Japan/UK/USA/France/ Italy or equivalent/ higher standard	
Number of Phases	3-Phase, 4-Wire	
Built in weather & sound proof factory fitted imported Canopy.	The generator and electrical components should fully enclose in a solid-steel factory fitted imported (or equivalent standard) weather & sound proof canopy	
Fuel Tank Capacity (L)	700 liters or higher	
Maintenance	All daily maintenance requirements can be performed from one side of the machine. There should be full access to the engine. Should have external drain plugs for oil, fuel and water so that routine maintenance can be performed easily. For major engine overhauls, the canopy (bonnet) can be unbolted.	

Auto Protection	In-built emergency system to detect low oil pressure, high water temperature, charging failure etc.	
Batteries (Maintenance free)	Dry type (imported) or equivalent standard	
Delivery	18 Weeks from the issuance of Purchase Order.	
Warranty	24 months warranty effective from the date of installation. (with parts, labour and onsite)	
Maintenance	Free Service for one year from the date of installation. (Minimum one service every month)	
No of 500 KVA generator required	ONE (01)	

11. Sample of Financial Proposal (to be submitted on official letter head in separate sealed envelope):

Bidders are required to submit financial proposal as per following format. Financial Proposal submitted on any other format shall be rejected being non-responsive.

S#	Particulars	Amount with all taxes PKR
1	Total Cost Complete Set of Generator with factory fitted canopy and all components with one year free service. (Minimum one service every month)	
2	Total cost of complete installation and commissioning	
3	Total cost of transportation, handling, loading, unloading on ground floor.	
4	Other cost if any (Please Do Not include cost of earthing, RCC foundation, power/earth cables. The same will be mutually decided on the basis of market rates/quotations)	

5	Total Amount with all taxes (Rs.)	
6	5% of Bid Security with all taxes (Rs.)	

1. This is **single stage two envelope method**. Hence, financial proposal must be sealed in separate envelope. Tender shall be rejected, if prices and/ or bid security amount is/are disclosed in technical proposal.
2. Earthing, foundation and cabling are not included in prices. The same will be mutually decided on the basis of market rates/quotation.
3. Prices should be quoted in Pakistani rupees.
4. No Price Adjustment can be considered due to fluctuation in dollar. Tender may be awarded within validity period as per rules. Kindly quote prices by considering all the factors such as time period, delivery period. Covid-19 situation, lockdown, worldwide economic crisis etc..
5. All Government taxes shall be applicable as per rules. All supporting/ required documents/ SRO must be submitted in case of claim for exemption of taxes as per rules. All requests for exemption of taxes (if allowed by the rules/ law) shall be forwarded to the Accountant General Sindh, Karachi for dealing the matter at their end, as per rules.
6. Bidder must have valid & active Vendor I.D of A.G Sindh at the time of submission of bill. Bidder shall be responsible, in the case Vendor I.D is not active or any other issue relating to Vendor I.D.
7. Bidder shall be bound to submit all required documents along with bill in the budget branch of this Court. In case of any objection raised by the Office of A.G Sindh, bidder shall be bound to provide the same documents to High Court of Sindh for onward transmission to the office of A.G Sindh.
8. High Court of Sindh will serve as a bridge between the Office of A.G Sindh and the successful bidder in order to facilitate the payment process. However, Sindh High Court shall not be held responsible for any act of the Office of A.G Sindh which is according to rules & Standard Operating Procedures (SOPs) of A.G Sindh and Government of Sindh.
9. **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.
10. Bid Security should favour Registrar, High Court of Sindh, Karachi.
11. 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), if they are asked to give gifts/ bribe/ cash/ etc. for receiving cheques/award of tender etc.

Name	
Designation	

Cell Number	
Signature & stamp	

12. Terms & Conditions:

1. **Bidding Method:** **Single Stage-Two Envelopes** method will be adopted for bidding process. 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 **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 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 **18 weeks** of issuance of Purchase Order. Request for extension in delivery date may be considered subject to approval of the competent Authority. However, in case of rejection of request, bidder shall be bound to deliver goods within 30 calendar days.
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 at High Court of Sindh, Karachi 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. **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.

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. **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.
22. **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.
23. **Stamp Duty:** Stamp duty and other taxes will be levied as per rules.
24. **Alternative Bids:** Alternative bids shall not be considered.
25. **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.
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 concerned office. 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.
30. **Manipulation of Tender Documents:** Any type of alteration/ manipulation/ addition/ deletion of contents of tender documents shall be considered as FRAUD/MISPRESENTATION and bid shall be rejected.
31. **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 undertaken that all the above mentioned terms & conditions have been carefully read and understood and we do not have any objection on the said terms and conditions. We have quoted prices by considering all the above mentioned terms & conditions. It is understood that Sindh High Court reserves the right to take action against our firm in case of violation of any/ all terms and condition before/ during/ after award of tender.

Name:	
Designation:	
Signature & stamp	

Cell No	
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13. Format of Undertaking (to be submitted on stamp paper):

Undertaking must be as per following format, otherwise the same shall be rejected

<p>We, _____ located at _____ do hereby undertake/ declare on Oath at under:-</p>	<ol style="list-style-type: none"> 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 we will provide all required documents in both hard and soft form as per flagging mentioned in tender documents. 5. That we will submit objection (s) if any within 3 calendar days of uploading of report and as per mechanism mentioned in tender document. 6. That we will follow the tender process and all the terms and conditions mentioned in tender documents in its letter & spirit. 7. That we will be bound to download Bid Evaluation Reports from the Official Website of Sindh High Court as and when uploaded and Sindh High Court shall not be responsible in case the same are not download by us. 8. That our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question. 9. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh. 10. 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	

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

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF PRINTING ARTICLES

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 **500 KVA DIESEL GENERATOR (INSERT MAKE AND MODE HERE)** 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:

15. 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]

