

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT FOR THE YEAR 2019-2020

Tender Reference NO.SHC/Budget/Tender-2019-2020/III

Dated: 14-02-2020

Supply of Office Uniform for Staff Members of Sindh High Court

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

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Tender Reference No. _____

Dated _____

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply of Office Uniform on item wise basis for staff members of 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:

1. Introduction

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **OFFICE UNIFORM for Staff Members of 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 10th 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. 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, tax registration certificates, purchase orders, bank maintenance certificate, financial statements and undertaking. All such documents should be merged in one (01) PDF FILE for uploading on the concerned.

4. 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 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	

5. Objection(s) on Bid Evaluation Reports:

Bid Receiving Time Sheet, Bid Attendance Sheet, Eligibility Criteria Report, Technical Bid Evaluation Report and Financial Bid Evaluation Report shall be uploaded on the official website of High Court of Sindh. Objection(s) if any should be submitted within THREE (03) calendar days of uploading of reports. Thereafter, no objection shall be entertained.

It is undertaken that it is our responsibility to download the above mentioned bid reports from the official website of Sindh High Court. It is also undertaken that objection (s) if any will be submitted within THREE (03) calendar days of uploading of reports and we will not submit any objection after the lapse of time.

Name	
Designation	
Cell Number	
Signature & stamp	

6. 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. 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.

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

Financial Evaluation of technically qualified Bid (s) shall be done on item wise basis on the basis of unit price without GST. 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.

8. 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 SIX (06) 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. Two (02) Purchase Orders for each year is mandatory	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
6	Bank Maintenance Certificate	Mandatory
7	Minimum Experience of three (03) years	Mandatory
8	Strong Financial Position of Firm (Minimum Rs. 500,000/- current balance in bank account is required)	Mandatory

It is undertaken that I have provided soft and hard copies of the above mentioned documents which are required for assessing the eligibility criteria. It is understood that Sindh High Court reserves the right to reject our bid/ disqualify us in case of non-availability of the above mentioned documents and decision of Sindh High Court shall be final.

Name:	
Designation:	
Signature & stamp	

8.1. Details of Purchase Orders of Office Uniform/ Shoes/ Fabric/ Stitching etc.

S.No	Purchase Order issued by (Name of Organization)	Purchase Order No	Date of Purchase Order	Details
1			____ - ____ -2017	
2			____ - ____ -2017	
3			____ - ____ -2018	
4			____ - ____ -2018	
5			____ - ____ -2019	
6			____ - ____ -2019	
7			____ - ____ -2020	
8			____ - ____ -2020	
9				
10				

8.2. Details of Financial Turnover during the last three (03) years

S.No	Financial Year	Turnover (Rs.) in figure	Turnover (Rs.) in words
1	2017		
2	2018		
3	2019		

8.3. Details of Official Bank Account of Bidder

Name of Bank	
Branch Code	
Address of Bank	
Bank Account Number	
Available Balance Rs.	

9. Specification of Summer and Winter Uniform Kit

Sr.No.	Name of post	Summer Uniforms	Winter Uniforms
1	HAWALDAR	1. white sherwani with badges 2. White suits 2-Suits 3. Black Shoes 4. Socks	1. Dark Blue Sherwani with Golden Ribbon Work and badges . 2. White suits 2-suits. 3. Black Shoes . 4. Socks
2	NAIB QASID	1. white sherwani with badges 2. White suits 2-Suits 3. Black Shoes 4. Socks	1. white sherwani with badges 2. White suits 2-Suits 3. Black Shoes 4. Socks
3	DRIVER	1. White Bush Coat & peak cap with Monogram 2- suits 2. Black Shoes. 3. Socks	1. White Bush Coat & peak cap with Monogram 2- suits 2. Black Shoes. 3. Socks
4	BUILDING SUPERVISOR	1. White Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.	1. White Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.
5	CHOWKIDARS	1. Gray Malasia Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.	1. Gray Malasia Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.
6	FRASHES	1. Wash-n- wear Shalwar Kameez Fawn Color 2 suits. 2. Black Shoes. 3. Black Socks.	1. Wash-n- wear Shalwar Kameez Fawn Color 2 suits. 2. Black Shoes. 3. Black Socks.
7	GARDNERS	1. Gray Malasia Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.	1. Gray Malasia Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.
8	SWEEPER/SANITARY WORKERS	1. Gray Malasia Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.	1. Gray Malasia Shalwar Kameez 2- suits. 2. Black Shoes. 3. Black socks.
9	JUDGES TEA ROOM STAFF/BEARERS	1. White Bush Coat with Monogram 2 suits. 2. Black Shoes. 3. Socks	1. White Bush Coat with Monogram 2 suits. 2. Black Shoes. 3. Socks

10. Specifications of Items

S.No.	Specifications of Items
1	<p><u>Fabric for White Shalwar Kameez :-</u> Wash-n-wear Gul Ahmed, Alkaram or equivalent standard</p>
2	<p><u>Fabric for Fawn Colour Shalwar Kameez:-</u> Wash-n-wear Gul Ahmed, Alkaram or equivalent standard</p>
3	<p><u>Fabric for Gray Malasia Shalwar Kameez :-</u> Gul Ahmed, Alkaram or equivalent standard</p>
4	<p><u>Fabric for Dark Blue Sherwani:-</u> Denim or equivalent standard</p>
5	<p><u>Fabric for White Sherwani:-</u> Denim or equivalent standard</p>
6	<p><u>Fabric for White Bush Coat and Pant:-</u> Denim or equivalent standard</p>
7	<p><u>Stitching for Shalwar Kameez:-</u> Single stitching, imported fusing & full over lock.</p>
8	<p><u>Stitching for Sherwani of Hawaldar:-</u> (Golden Ribbon Work as per instruction of client) Single stitching, imported fusing, full over lock.</p>

9	<u>Stitching for Sherwani of Naib Qasid (with shoulders & badges):-</u> Single stitching, imported fusing, full over lock as instruction of client.
10	<u>Stitching for Bush Coat & Pant of Driver and Judges Tea Room Staff :</u> Single stitching, imported fusing, full over lock as per instruction of client.
11	<u>Black Shoes for all staff members:-</u> English, Service, Bata or equivalent standard.
12	<u>Black Socks for all staff members:-</u> Dowson or equivalent standard.
13	<u>Caps for Drivers:-</u> Peak Cap with Monogram

11. Details of Staff Members:

Quantity of items can be increased or decreased, keeping in view the available budget. However, working strength of staff members is as under:-

S.No	Title of Post	Working Strength
1	Hawaladar	44
2	Naib Qasid	116
3	Driver	57
4	Building Supervisor	01
5	Chowkidar	30
6	Farash	61
7	Gardener	10
8	Sanitary Worker	33
9	Judges Tea Room Staff/ Bearer	03

12. 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 1 of total amount of all quoted items. No extra charges will be paid for delivery of uniform at High Court of Sindh, Karachi.

1. Rates must be quoted in Pakistani Currency.
2. Rates must be quoted without GST. GST shall be applicable as per rules.
3. All government taxes shall be applicable as per rules.
4. All government taxes will be deducted by the office of A.G Sindh and its decision shall be final in respect of taxation and billing.
5. Bidders must have active Vendor ID of A.G Sindh.
6. Successful Bidder (s) will be required to submit complete bill along with copies of required documents to Budget Branch of Sindh High Court for forwarding the same to Accountant General Sindh, Karachi.
7. 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, if they are asked to give gifts/ bribe/ cash/ etc for receiving cheques.

12.1. FINANCIAL PROPOSAL OF ITEM NO. 1

S.No.	Specifications of Items	Unit Price of fabric for one unstitched suit of standard size inclusive of all taxes (Rs.)
1	<p><u>Fabric for White Colour Shalwar Kameez :-</u></p> <p>Wash-n-wear</p> <p>Gul Ahmed, Alkaram or equivalent standard</p>	

12.2. FINANCIAL PROPOSAL OF ITEM NO. 2

S.No.	Specifications of Items	Unit Price of fabric for one unstitched suit of standard size inclusive of all taxes (Rs.)
2	<u>Fabric for Fawn Colour Shalwar Kameez:-</u> Wash-n-wear Gul Ahmed, Alkaram or equivalent standard	

12.3. FINANCIAL PROPOSAL OF ITEM NO. 3

S.No.	Specifications of Items	Unit Price of fabric for one unstitched suit of standard size inclusive of all taxes (Rs.)
3	<u>Fabric for Gray Malasia Shalwar Kameez :-</u> Gul Ahmed, Alkaram or equivalent standard	

12.4. FINANCIAL PROPOSAL OF ITEM NO. 4

S.No.	Specifications of Items	Unit Price of fabric for one unstitched sherwani of standard size inclusive of all taxes (Rs.)
4	<u>Fabric for Dark Blue Sherwani:-</u> Denim or equivalent standard	

12.5. FINANCIAL PROPOSAL OF ITEM NO. 5

S.No.	Specifications of Items	Unit Price of fabric for one unstitched sherwani of standard size inclusive of all taxes (Rs.)
5	<u>Fabric for White Sherwani:-</u> Denim or equivalent standard	

12.6. FINANCIAL PROPOSAL OF ITEM NO. 6

S.No.	Specifications of Items	Unit Price of fabric for one unstitched Bush Coat & Pant of standard size inclusive of all taxes (Rs.)
6	<u>Fabric for White Bush Coat and Pant</u> Denim or equivalent standard	

12.7. FINANCIAL PROPOSAL OF ITEM NO. 7

S.No.	Specifications of Items	Unit Price of stitching for <i>shalwar kameez</i> of standard size inclusive of all taxes (Rs.)
7	<u>Stitching for Shalwar Kameez:-</u> Single stitching, imported fusing & full over lock.	

12.8. FINANCIAL PROPOSAL OF ITEM NO. 8

S.No.	Specifications of Items	Unit Price of stitching for <i>sherwani</i> of standard size inclusive of all taxes (Rs.)
8	<u>Stitching for Sherwani for Hawaldar</u> (Golden Ribbon Work as per sample and instruction of client) Single stitching, imported fusing , full over lock.	

12.9. FINANCIAL PROPOSAL OF ITEM NO. 9

S.No.	Specifications of Items	Unit Price of stitching for <i>sherwani</i> of standard size inclusive of all taxes (Rs.)
9	<u>Stitching for Sherwani for Naib Qasid</u> <u>(with shoulders & badges)</u> Single stitching, imported fusing , full over lock as per instruction of client.	

12.10. FINANCIAL PROPOSAL OF ITEM NO. 10

S.No.	Specifications of Items	Unit Price of stitching for Bush Coat & Pant of standard size inclusive of all taxes (Rs.)
10	<u>Stitching for Bush Coat & Pant:</u> Single stitching, imported fusing , full over lock as per instruction of client.	

12.11. FINANCIAL PROPOSAL OF ITEM NO. 11

S.No.	Specifications of Items	Unit Price of one pair of shoes of standard size inclusive of all taxes (Rs.)
11	<u>Black Shoes</u> English, Service, Bata or equivalent standard	

12.12. FINANCIAL PROPOSAL OF ITEM NO. 12

S.No.	Specifications of Items	Unit Price of one pair of socks of standard size inclusive of all taxes (Rs.)
12	<u>Black Socks</u> Dowson or equivalent standard	

12.13. FINANCIAL PROPOSAL OF ITEM NO. 13

S.No.	Specifications of Items	Unit Price inclusive all taxes (Rs.)
13	<u>Cap</u> Peak Cap with Monogram	

13. 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.

4. **Time of Delivery of Good:** The delivery should be made by the supplier at High Court of Sindh, Principal Seat, Karachi, as per purchase order.
5. **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.
6. **Inspection:** Physical inspection will be carried out by the Secretary Services of this Court. Ordered material is subject to final inspection at the time of delivery.
7. **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 **1% 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 for further details.

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

Name:	
Designation:	
Signature & stamp	
Cell No	

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

14. Sample of Purchase Order:

<u>THE HIGH COURT OF SINDH, KARACHI</u>	
No. _____	Dated: DD/MM/YY
All Communications should be addressed to the REGISTRAR HIGH COURT OF SINDH KARACHI	To, M/s. _____, Office No. _____, _____ Road, <u>Karachi.</u>
 Subject: <u>Award of Tender for procurement of Office Uniform for High Court of Sindh, Karachi.</u>	
<p>I am directed to inform you that the Hon'ble Competent Authority has been pleased to pass order to award the Tender Reference No. _____ dated _____ to M/s. _____ @ Rs. _____/- per unit as per terms and conditions mentioned in tender document. All government taxes shall be applicable as per rules and decision of A.G Sindh shall be final.</p>	
<p>You are directed to provide _____ as per specifications & drawing/ picture mentioned in tender document and approved Bid Evaluation Report & Technical & Financial Proposal of your company (copies enclosed) within fifteen calendar days. You are also required to submit Bills along with copies of following documents at the earliest.</p>	
<ol style="list-style-type: none">1. Complete Bill.2. Complete Delivery Challan.3. Copies of all relevant tax registration certificates.4. Copy of Bank Maintenance Certificate.5. Copies of relevant SROs (if any).6. Copies of tax exemption certificates if any.7. Copies of all other relevant documents as per requirement of A.G Sindh.	
Deputy Registrar (Accounts) <u>FOR: REGISTRAR</u>	

I have carefully read & understood the contents of “Sample Purchase Order” and I do not have any objection on its contents.

Name:	
Designation:	
Signature & stamp	

15. Sample of Satisfactory Certificate:

It is certified that M/s. _____ has delivered goods as per Purchase Order(s) dated _____ & _____ and Tender document dated _____. All the delivered goods were as per specifications & requirements of this Court. Payment may be made to supplier

Assistant Registrar (Resident-II)

16. Sample of Contract to be made with successful bidder

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF OFFICE UNIFORM FOR HIGH COURT OF SINDH, KARACHI

This Deed of Agreement is made and entered into on _____ day of _____
2019

BETWEEN

Sindh High Court Establishment through its Registrar having its Office at High Court of Sindh, Saddar, Karachi, (here in after called SHC which term shall include its successors and assigns) on the **One Part.**

AND

_____ having its office at _____ (here in after called SUPPLIER which term shall include successors and assigns) on the Other Part.

And whereas SHC desires to purchase _____, as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas SUPPLIER expresses his desire to provide the same as per specifications/ requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas Supplier has represented that it is a professional and has the technical expertise, experience and resources to provide the goods as per specifications/ requirements, mentioned in tender documents.

Whereas on the basis of the Supplier's representations, SHC has agreed to purchase the same, in accordance with the terms and conditions tender document and this Agreement. Now, therefore in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Now this deed of agreement witness the terms and conditions as follows :

1. That the Agreement shall come into force immediately and shall remain valid till complete delivery of goods.
2. That the quality and quantity of Complete Sound System shall be as per specification/ requirements mentioned in tender document.
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 Complete Sound System 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 Complete Sound System and reserves the right to reject the same if

- the representative(s) considers those to be inferior quality to the approved specifications.
6. That Sound System 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 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.
 9. That cost of transportation, or any other incidental charges, if required in connection of the delivery of Complete Sound System shall be borne by SUPPLIER, as per rules.
 10. 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.
 11. That all taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
 12. That all government taxes shall be applicable as per rules.
 13. That Bid Security shall be released after submission of Performance Security of 5% of contract price.
 14. 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 day of delay.
 15. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
 16. 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.
 17. 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.

<p>REGISTRAR, HIGH COURT OF SINDH</p> <p>_____</p> <p>SIGNATURE & OFFICIAL STAMP STAMP</p>	<p>M/s.</p> <p>-----</p> <p>SIGNATURE & OFFICIAL</p>
<p>WITNESS:</p>	
<p>NAME:</p> <p>SIGNATURE & OFFICIAL STAMP STAMP</p> <p>NAME:</p>	<p>-----</p> <p>-----</p> <p>SIGNATURE & OFFICIAL</p>

I have carefully read & understood the contents of “Sample Contract” and I do not have any objection on its contents.

Name:	
Designation:	
Signature & stamp	

17. Format of Undertaking:

We,	_____	located	at
_____ do hereby declare on Oath at under:-			
<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 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. 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			

18. SAMPLE OF 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]

19. 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	Bank Maintenance Certificate	
7	Bid Security	
8	Samples of fabrics, shoes, socks etc	

All the above mentioned documents/ requirements have been furnished.

Name:	
Designation:	
Signature & stamp	
Cell No	