

SINDH HIGH COURT, KARACHI

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

Dated: 26-03-2021

TENDER DOCUMENT (Free of Cost)

Procurement of Misc. & General Articles on item wise basis.

(As per samples available in Store of Sindh High Court)

FOR THE FINANCIAL YEAR 2020-2021

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number (mandatory)	
GST Number (mandatory)	
Official Whatapp No	
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

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Tender Reference No. _____

Dated: -03-2021

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for “**PROCUREMENT OF MISC. & GENERAL ARTICLES ON ITEM WISE BASIS 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:

1. Introduction & Instruction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to procure **Misc. and General articles**, 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.

Description	Date & time of Submission of Bids	Date & time of Opening of Bids
<u>Procurement of Misc. & General Articles on item wise basis.</u>	On or before Tuesday, 13 th April, 2021 at 10:30 a.m.	On 13 th April, 2021 at 11:00 a.m.

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 soft & hard 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. Samples have been inspected. We do not have any objections on the contents of the bidding documents, samples, specifications and terms & conditions of tender 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. Financial Evaluation of Eligibility Qualified Bid(s):

- ✓ Financial Evaluation of eligibility qualified Bid (s) shall be done on item wise basis (unit price without GST).
- ✓ Evaluation criteria have been designed to encourage more participation & completion. Bidder may apply for one or more than one item as per their own convenient.
- ✓ Competition of price on individual item will increase the chances that tender may be awarded to more than one bidder which will not only reduce the chances of corruption, favoritism and nepotism but it will also help our organization to achieve the objective of best value of money.

7. Mandatory Qualification/ Eligibility Criteria:

- ✓ All interest bidders (who are already registered with the relevant tax/ regulatory authorities) are allowed and encouraged to participate in the tender.
- ✓ Minimum passing marks to qualify the eligibility criteria is 50%. Hence, you are advised in your own interest to provide copies of required documents to increase the chances of passing marks.
- ✓ Passing marks is the requirement to evaluate the ability and financial capacity of bidder to execute the tender in an efficient and professional manner.
- ✓ Marking system of eligibility criteria has been designed to encourage maximum participation and reduce the chances of elimination of bidder on the basis of non-fulfillment of single criteria and non-availability of a single document. More participation encourages more competition which will help our organization to achieve the objective of best value of money.
- ✓ Please be informed that tender will be awarded to qualified bidder (s) on item wise basis on the basis of unit price without GST.

MANDATORY REQUIREMENT:-

S.No.	Details	Remarks	Is Documentary evidence available? (Yes/ No)
1	GST	Mandatory (Proof is required)	
2	NTN	Mandatory (Proof is required)	
3	Proof of Active Tax Payer	Mandatory (Proof is required)	
4	Tender Document	Mandatory (Proof is required)	

OTHER REQUIREMENT:-

S. No.	Descriptions	Flags	Maximum Marks	Self-Marking (to be filled by the bidder)	Marks Obtained (to be filled by the Committee)
1	Completely filled, signed & stamp Tender Document.	A	2		
2	Proper Flagging		2		
3	Complete Profile of Company	B	2		
4	Purchase Order (Misc. & General Articles) & Delivery Challan of the same Purchase Order for the year 2020. (One PO & One Delivery Challan= 1 mark)	C	2		
5	Purchase Order (Misc. & General Articles) & Delivery Challan of the same Purchase Order for the year 2019. (One PO & One Delivery Challan= 1 mark)	D	2		

6	Purchase Order (Misc. & General Articles) & Delivery Challan of the same Purchase Order for the year 2018. (One PO & One Delivery Challan= 1 mark)	E	2		
7	Purchase Order (Misc & General Articles) & Delivery Challan of the same Purchase Order for the year 2017. (One PO & One Delivery Challan= 1 mark)	F	2		
8	<u>WORTH OF PURCHASE ORDERS:-</u> Worth of Purchase Order more than Rs. 100,000/= (with all taxes) (One PO= 2 marks)	H	10		
9	<u>FINANCIAL STABILITY:-</u> Bank Maintenance Certificate with minimum closing balance of Rs. 1 million on 09-04-2021. OR Audited Financial Statements of the last three years with minimum income of Rs. 500,000/= per year.	I	10		
10	<u>AFFIDAVIT:-</u> Affidavit as per format of Sindh High Court	J	5		
11	<u>CONTRACT AGREEMENT:-</u> Contract Agreement as per format of Sindh High Court.	K	5		
12	<u>SCANNED DOCUMENTS:-</u> Scanned copies of completely filled, signed & stamped tender documents, GST, NTN in DVD.	L	6		
Total Marks			50		
Passing Marks (50%)			25		

8. Details of Purchase Orders of Misc. & General Articles of similar nature:

Please be informed that Purchase Orders shall not be considered if the following column (s) are left blank.

S. #	Purchase Order issued by (Name of Organization)	Date of Purchase Order	Delivery Challan Number & Date	Worth of Purchase Order with all taxes. Rs.	Name & Contact No of Focal Person for verification of PO
1					
2					
3					
4					

Fair, Open, Transparent and Corruption Free Tender Process

5					
6					
7					
8					
9					
10					

9. Details of Financial Turnover/ Sales Revenue during the last three (03) years:

Financial Year	Turnover (Rs.)
2017	
2018	
2019	
2020	

10. Specifications & Requirement of Sindh High Court:

S #	Name of Articles	Specifications	Required Quantity	
1	CAR POLISH	High Performance Brand: FORMULA -1 (230 GRAMS) (As per sample available in store of Sindh High Court, Karachi)	300	PIECES
2	COTTON WASTE (LARGE)	LOCAL MADE (As per sample available in store of Sindh High Court, Karachi)	600	PACKETS
3	DASH BOARD POLISH	7CF (BRAND) 450 ML (As per sample available in store of Sindh High Court, Karachi)	300	PCS
4	DASH BOARD POLISH	SUPERSHINE ® (500 ML) (As per sample available in store of Sindh High Court, Karachi)	500	PCS
5	FLAG (FOR JUDGES' CAR)	As per sample available in store of Sindh High Court, Karachi.	60	FLAGS
6	FLAG ROD COVER	As per sample available in store of Sindh High Court, Karachi.	40	PIECES
7	MONOGRAM COVER	As per sample available in store of Sindh High Court, Karachi.	150	
8	SOAP (NYLON)	BRAND 101 (80GM) (As per sample available in store of Sindh High Court, Karachi)	300	
9	AIR FRESHNER (REFILL BOTTLE)	Brand Perfect ® (300 ML) (As per sample available in store of Sindh High Court, Karachi)	120	
10	AIR-FRESHNER	Brand Perfect ® 300 ml e (As per sample available in store of Sindh High Court, Karachi)	1500	

11	AUTO-AIR FRESHNER DISPENSER	Brand Perfect ® (As per sample available in store of Sindh High Court, Karachi)	12
12	BUCKET (LARGE)	(MILLAT) NUMBER 6 (As per sample available in store of Sindh High Court, Karachi)	30
13	BUCKET (MEDIUM)	(MILLAT) NUMBER 4 (As per sample available in store of Sindh High Court, Karachi)	50
14	BUCKET (SMALL)	(MILLAT) NUMBER 2 (As per sample available in store of Sindh High Court, Karachi)	54
15	CELL FOR AC REMOTE	Toshiba ® Size AAA (As per sample available in store of Sindh High Court, Karachi)	300
16	PENCIL CELL	Toshiba ® Size AA (As per sample available in store of Sindh High Court, Karachi)	500
17	AIR FRESHNER (ROSE)	Brand Glade ® (300 ML) (As per sample available in store of Sindh High Court, Karachi)	120
18	DUSTER (LARGE)	LOACAL AS PER SAMPLE (SIZE 30X40) (As per sample available in store of Sindh High Court, Karachi)	1000

19	GLASS Mat	LOCAL 50 pieces of glass mat are required. Packet may contain 6 pieces per packet. (As per sample available in store of Sindh High Court, Karachi)	50	
20	HAND SANITIZER	<i>Cool & Cool</i> ® (500 ml) (As per sample available in store of Sindh High Court, Karachi)	2000	
21	HAND WASH	<i>Dettol</i> ® (250 ml.) (As per sample available in store of Sindh High Court, Karachi)	1000	
22	LOCK (LARGE)	<i>CHINA MADE</i> (As per sample available in store of Sindh High Court, Karachi)	100	
23	LOCK (MEDIUM)	<i>CHINA MADE</i> (As per sample available in store of Sindh High Court, Karachi)	100	
24	LOCK (SMALL)	<i>CHINA MADE</i> (As per sample available in store of Sindh High Court, Karachi)	60	
25	MOSQUETO SPRAY	<i>BRAND Kingtox</i> ® 300 ml (As per sample available in store of Sindh High Court, Karachi)	500	
26	WATER MUG	<i>BRAND : Millat</i> (As per sample available in store of Sindh High Court, Karachi)	50	MUGS
27	NATIONAL FLAG	As per sample available in store of Sindh High Court, Karachi)	24	FLAGS

28	SOAP	<i>LUX® 110 GRAMS</i> (As per sample available in store of Sindh High Court, Karachi)	500	SOAPS
29	TISSUE BOX	<i>ROSE PETAL® (LUXURY 3PLY 210 SHEETS)</i> (As per sample available in store of Sindh High Court, Karachi)	1980	BOXES
30	TISSUE ROLL	<i>ROSE PETAL® (MAXOB 2PLY)</i> (As per sample available in store of Sindh High Court, Karachi)	1500	ROLLS
31	TOWEL	<i>SIZE: Large/ full bath size (Export Quality or equivalent standard)</i> <i>Weight: Minimum 600 gm</i> (As per sample available in store of Sindh High Court, Karachi)	50	TOWELS
32	VIM POWDER	<i>VIM® (790 GM)</i> (As per sample available in store of Sindh High Court, Karachi)	500	BAGS
33	WALL CLOCK	<i>BRAND (SETO®)</i> (As per sample available in store of Sindh High Court, Karachi)	24	CLOCKS
34	WATER COOLER	<i>RAHBER® 15 LITERS</i> (As per sample available in store of Sindh High Court, Karachi)	30	PCS
35	WATER GLASS	<i>OMROC® SIZE FOR 280 ML</i> (As per sample available in store of Sindh High Court, Karachi)	282	GLASSES

<p>36</p>	<p>TELEPHONE SET</p>	<p><i>PANASONIC ® KX-92 (AS PER SAMPLE</i> (As per sample available in store of Sindh High Court, Karachi)</p>	<p>30</p>	<p>SETS</p>
<p>37</p>	<p>Tissue Box (Customized with High Court Name, address and/or logo)</p>	<p>Imported/ high quality tissues and box with customized branding / High Court Name, address and/or logo with following specifications:</p> <ul style="list-style-type: none"> • Tissue size: 20cm X 20cm • 100x2 ply Rose Petal/ imported tissue or equivalent standard. • Minimum 250gm bux board. • Two sides printing of name and/or logo of Sindh High Court. • Colour and design as per instruction of client. <p>Please provide samples or pictures of tissue box to be offered to Sindh High Court or provided to any other organization.</p>	<p>1500</p>	<p>Boxes</p>

11. Financial Proposal:-

- Tender will be awarded on *item wise basis* on the basis of Unit Price without GST.
- Bidders are free to apply for one or more than one items as per their own convenient.
- Please visit store of Sindh High Court before quoting rates.

S #	Name of Articles	Required Quantity		Unit Price without GST Rs.	Amount without GST Rs.
1	CAR POLISH	300	PIECES		
2	COTTON WASTE (LARGE)	600	PACKETS		
3	DASH BOARD POLISH	300	PCS		
4	DASH BOARD POLISH	500	PCS		
5	FLAG (FOR JUDGES' CAR)	60	FLAGS		
6	FLAG ROD COVER	40	PIECES		
7	MONOGRAM COVER	150			
8	SOAP (NYLON)	300			
9	AIR FRESHNER (REFILL BOTTLE)	120			
10	AIR-FRESHNER	1500			

11	AUTO-AIR FRESHNER DISPENSER	12			
12	BUCKET (LARGE)	30			
13	BUCKET (MEDIUM)	50			
14	BUCKET (SMALL)	54			
15	CELL FOR AC REMOTE	300			
16	PENCIL CELL	500			
17	AIR FRESHNER (ROSE)	120			
18	DUSTER (LARGE)	1000			
19	GLASS Mat	50			
20	HAND SANITIZER	2000			
21	HAND WASH	1000			
22	LOCK (LARGE)	100			
23	LOCK (MEDIUM)	100			
24	LOCK (SMALL)	60			
25	MOSQUETO SPRAY	500			
26	WATER MUG	50	MUGS		
27	NATIONAL FLAG	24	FLAGS		
28	SOAP	500	SOAPS		
29	TISSUE BOX	1980	BOXES		
30	TISSUE ROLL	1500	ROLLS		

31	TOWEL	50	TOWELS		
32	VIM POWDER	500	BAGS		
33	WALL CLOCK	24	CLOCKS		
34	WATER COOLER	30	PCS		
35	WATER GLASS	282	GLASSES		
36	TELEPHONE SET	30	SETS		
37	Tissue Box (Customized with High Court Name, address and/or logo)	1500	Boxes		

Name	
Designation	
Cell Number	
Signature & stamp	

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

11.1. Instructions for Financial Proposal:

- a. Rates must be quoted in Pakistani Currency (PKR).
- b. All Government taxes/duties shall be applicable as per rules.
- c. Taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
- d. Chaque (s) will be handed over to successful bidder by Budget Branch of this Court through corruption free process.
- e. No request for change in price shall be considered under any circumstances due to fluctuation or variation in dollar/foreign currency/exchange rates or any other factor affecting the cost of item.
- f. No Advance Payment will be made before delivery of items.
- g. Please be informed that out tender process is fair, open, transparent and corruption free. Hence, you are advised to quote market based competitive rates.
- h. Bidder should have active vendor I.D at the time of submission of bill.

11.2. Sample of Calculation of Bid Security (along with financial proposal)

1. **Bid Security of 5% of total quoted amount** 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 favor Registrar, High Court of Sindh, Karachi.
3. Original Bid Security and copy of the same is mandatory.
4. Bidder may submit single bid security for all quoted items or separate bid securities for individual items, as per their own convenient.

Total Amount (with all taxes)	
5% of Total Amount with all taxes	
Pay Order Number	
Pay Order Issuance Date	
Name of Bank	
Amount of Pay Order	
Period of Validity	

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

12. 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 **5% 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 Store Supervisor.

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.
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. No request for extension in delivery date shall be considered.
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. **Alternative Bids**: Alternative bids shall not be considered and complete tender shall be rejected being non-responsive.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
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.
32. **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	

13. Sample Inspection Form:

Our representative _____ son of _____ holding CNIC No. _____ has inspected all the quoted items at the Store of Sindh High Court on _____.

All the rates have been quoted after inspecting samples and market research and we take full responsibility that in case of award of contract, all the articles will be provided as per **specifications/ samples** of High Court of Sindh. We understand that Sindh High Court reserves the right to reject the articles if the same are not as per samples of Sindh High Court.

Name:	
Designation:	
Signature & stamp	
Cell No	

14. 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. That we do not have any affiliation/ partnership/ relationship with any other bidder who will participate in this tender.
6. That we have inspected samples of all the quoted items and will provide the same, if tender is awarded to us on the basis of evaluation criteria.
7. That we do not have any objection on the contents of tender documents and we are bound to follow all the terms & conditions of tender document.
8. That we will not involve in corruption and will not offer gift/ bribe of material or immaterial value to staff members of Sindh High Court.
9. 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	

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

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF Misc. & General 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 **Misc. & General Articles on item wise basis** from second party through tender as per specifications/ purchase order dated _____, 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.
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 day 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: