

Issue Date of Tender: 18th November, 2025
Closing Date of Tender: 04th December, 2025

BIDDING DOCUMENT

NOTICE INVITING TENDER (NIT No.01-MTR/2025)

Installation of One Unit of Six Kilowatt Solar System at
District & Sessions Court Complex Matiari
and
One unit of Six Kilowatt Solar System at
District Bar Association, Matiari.

District and Sessions Court,
MATIARI

Phone # 022-9240812

INVITATION FOR BIDS

Supply of Goods/Services

Installation of one unit of Six Kilowatt Solar Power System at the Judicial Complex District & Sessions Court Matiari and one Six Kilowatt Solar Power System at District Bar Association, Matiari

The District & Sessions Judge, Matiari invites electronically encrypted bids from reputed service providers, manufacturers, authorized distributors, and suppliers registered under the relevant tax and regulatory authorities, for the above-mentioned supplies as per Government policy.

- Each bidder shall submit Bid Security of Rs. 50,000/- in the form of Bank Draft/Pay Order (only) in favour of the District and Sessions Judge, Matiari. The scanned copy shall be uploaded on the ePAD portal and the original instrument must reach the Procuring Agency before the bid opening time.
- The bids shall be submitted under the **Single Stage - Two Envelope Procedure** as prescribed in Rule 46(2) of the Sindh Public Procurement Rules, 2010 (Amended 2022).
- Bidders shall submit their **Technical and Financial Proposals electronically** through the **SPPRA e-Procurement (ePAD) System** under the **Single Stage - Two Envelope Procedure** as prescribed in Rule 46(2) of the Sindh Public Procurement Rules, 2010 (Amended 2022).
- The **Technical Proposals** will be opened online first through the e-PAD System. The **Financial Proposals** of only technically qualified bidders will be opened subsequently, on a date to be communicated through the e-PAD portal and official website.
- The **bid submission deadline is Thursday, 4th December 2025 at 11:00 A.M.** Technical Proposals will be opened the same day at **01:00 P.M.** through the e-PAD System in the presence of bidders or their authorized representatives who choose to attend at the **District & Sessions Court's Library at Judicial Complex Matiari.**
- Complete Bidding Document may be downloaded from the following websites
 - i. <https://portalsindh.eprocure.gov.pk/>
 - ii. <https://districtcourtsmatiari.gos.pk/>
- Interested bidders shall submit their bids through the SPPRA e-Procurement (EPAD)
- Incomplete, ambiguous and conditional bids shall not be accepted.

The Procurement Committee of the District & Sessions Court, Matiari reserves the right to cancel, amend, or reject the bidding process at any stage, in accordance with Rule 25 of the SPP Rules 2010 (Amended 2022).

Senior Civil Judge, Hala, at Matiari.
Chairman Procumbent Committee,
District & Sessions, Matiari
Phone:022-3332477

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1. GENERAL CONDITIONS FOR BIDDING

1.1 : Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document(s) may contact the Complaint Redressal committee of District & Sessions Court, Matiari, Contact No. 0300-3278363, Email: djMatiari@sindhhighcourt.gov.pk or by registered post at District & Sessions Court, Matiari.

- i. The Accountant will respond to any query for clarification prior to the deadline for the submission of bids.
- ii. Clarifications shall be sought at least five (5) days prior to the bid-opening date, in accordance with Rule 23 of the Sindh Public Procurement Rules 2010 (Amended 2022).

1.2 : Amendment of Bidding Documents

- i. At any time prior to the deadline for submission of bids, the Procurement Committee of District & Sessions Court, Matiari may, for any reason, modify the Bidding Document by issuing an addendum.
- ii. Any addendum thus issued shall be part of the Bidding Document and shall be made available online on the official websites of SPPRA and District & Sessions Court, Matiari.
- iii. The Procurement Committee of District & Sessions Court, Matiari may at its discretion extend the deadline for the submission of bids.

1.3. Eligible Bidders

Bidding is open to all firms meeting the following criteria:

- i. The Bidder shall be a registered contractor, manufacturer, authorized distributor, supplier, or experienced service provider.
- ii. The Bidder must have successfully completed at least one (01) or more contracts of a similar nature and size as requisitioned under the Bidding Document. Documentary evidence to this effect must be provided with the bid, which includes a copy of the contract/purchase order, certificate from the client for successful completion of contract and Procurement Committee, if deemed necessary for satisfaction, may also conduct site visit of the previously executed works mentioned by bidder.
- iii. The Bidder should not be blacklisted as per Rule 35 of SPP Rules, 2010 (Amended 2022)
- iv. The Bidder must have qualified technical staff..
- v. The bidder shall have a minimum annual turnover of PKR 1million during the last 3 fiscal years.
- vi. The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).
- vii. The Bidder should be registered under the Sales Tax Act with a National Tax Number (NTN), General Sales Tax (GST) and Vendor Number.

1.4 Technical Evaluation Criteria

The Technical Evaluation shall be conducted in accordance with Rule 46(2) of the Sindh Public Procurement Rules 2010 (Amended 2022) under the Single-Stage Two-Envelope Procedure.

Evaluation shall be based on responsiveness to the technical specifications, eligibility requirements, experience, and capacity of the bidder as defined in Clause 1.3.1 and the Schedule of Requirements.

Only technically responsive bidders fulfilling all mandatory requirements and specifications shall qualify for financial evaluation.

1.5 Documents Comprising the Bid

The bid shall comprise of the following documents:

- i. **Bid Form** (available in the Bidding Document).
- ii. **Bidder's information Form** (available in the Bidding Document).
- iii. **Price Schedule Form** (available in the Bidding Document).
- iv. **Power of Attorney** in accordance with section 2 (2.4).
- v. **Earnest Money/Bid Security**.
- vi. **Declaration** affidavit on Rs.100 Stamp Paper by the Bidder declaring that his firm is not blacklisted.
- vii. **Copies of NTN, General Sales Tax, Vendor Number and ATL**.
- viii. **Evidence of Tax Return**.

1.6 Sufficiency of bid

Each Bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

Prior to the detailed evaluation of bids, the Procurement Committee will determine whether the Bidder fulfills all requirements of eligibility criteria as per section 1.3. If the Bidder does not fulfill any of these conditions, it will not be evaluated further.

1.7 Criteria for Bid Evaluation

- i. The cost of bid should be inclusive of supply of the Goods/Services. No separate cost shall be entertained.
- ii. The bidder should quote one price for each item. Two or more prices for one item will be treated as non-responsive so far as it relates to that quoted item.
- iii. Bidders cannot bid for partial quantities of an item in the schedule of requirement. **THE BID MUST BE FOR THE WHOLE QUANTITY OF ANY ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.**

- iv. Any bid found as conditional or in any manner what so ever ambiguous will be treated as non-responsive and will be rejected.

1.8 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Procurement Committee of District and Sessions Court, Matiari will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.9 Earnest Money/Bid Security

- i. Each Bidder shall furnish the required Earnest Money/Bid Security in favor of the District and Sessions Judge, Matiari. The Earnest Money/Bid Security shall be valid for a period as specified in the Bidding Data Form.
- ii. In case of failure to submit Earnest Money/Bid Security (physical form) prior/at the time of opening, the bids, bid rejected by the Procurement Committee of District & Sessions Court, Matiari treating it as non-responsive.
- iii. The Earnest Money/Bid Security of an unsuccessful Bidder will be returned to him after the award of the contract.
- iv. The Earnest Money/Bid Security of the successful Bidder(s) will be returned on satisfactory performance of Job or supply of relevant item(s).
- v. The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he fails to timely deliver the good(s) or provision of services.
- vi. The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price.

1.10 The Goods

- i. The Goods delivered should be new and in no case used or refurbished.
- ii. If the concerned committee rejects any Good during its opening due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period at his own cost.

1.11 The Services

The bidder has to ensure supply of the specified quantity and quality of goods and services.

1.12 Dispute Resolution

A. Amicable Settlement:

The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable agreement any dispute in connection with this Agreement.

B. Arbitration

- a. Any dispute arising out of or in connection with this Agreement that has not been resolved amicably in accordance with Clause 1.12.1 shall be settled by arbitration in accordance with the **Arbitration Act, 1940 (as amended, supplemented or modified)**.
- b. The dispute shall be referred to a **sole arbitrator mutually agreed upon by both parties**.
- c. If the parties fail to agree on an arbitrator within thirty (30) days of a written request by either party, an arbitrator shall be appointed in accordance with the provisions of the said Act by a competent court of law.
- d. The arbitration proceedings and the award shall be rendered in the **English/Urdu language**.
- e. The arbitration shall be conducted at **Matiari, Sindh, Pakistan**.
- f. The **decision of the arbitrator** shall be final and binding upon both parties, and judgment upon the award rendered may be entered in any court of competent jurisdiction.

C. Performance to Continue During Dispute:

Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligation under this Agreement unless they otherwise agree.

1.13 Rejection of Bids

Bid may be rejected if:

- i. Eligibility criteria is not met.
- ii. Bid is submitted without the required Earnest Money/Bid Security.
- iii. Bid is received after the specified date and time as per the Bidding Data Form.
- iv. If the Bidder has no GST or NTN or Vendor Number.
- v. Any other major discrepancy found in the proposal.

2. SUBMISSION OF BID

(Instructions to Bidders)

- 2.1 The Bidder is expected to follow all instructions and specifications in the bidding document.
- 2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may result in the rejection of the bid.
- 2.3 The bid shall remain valid for the period stipulated in the Bidding Data Form.
- 2.4 The bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.
- 2.5 Official seal shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.
- 2.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.7 All bids shall be submitted electronically through the SPPRA e-Procurement (ePAD) portal before the deadline specified in the Bidding Data Form. No manual or physical bid submission will be entertained.
- 2.8 Bidders must ensure successful upload and encryption of their bids on the ePAD system within the prescribed time.
- 2.9 The Bidder may modify or withdraw his bid through ePAD portal before the deadline for submission. After the closing time, no modification or withdrawal shall be permitted.
- 2.10 Any bid submitted or uploaded after the deadline on the ePAD portal will be automatically rejected by the system.
- 2.11 The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the procurement committee of District & Sessions Court, Matiori to the deadline prescribed for submission of bids.
- 2.12 No bid shall be modified after the deadline for submission of bids.
- 2.13 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.
- 2.14 The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing/applicable taxes.
- 2.15 If these instructions to Bidders are not fully complied with, the bid may be rejected.

3. BID OPENING, CLARIFICATION AND EVALUATION

- 3.1 The bids will be opened in the presence of the Bidders or their representatives who choose to attend at the time, date and location stipulated in the Bidding Data Form.
- 3.2 Bidders or their representatives who choose to attend shall sign the attendance sheet.
- 3.3 The Bidder's name, bid price, the presence or absence of the Bid Security, and such other details as the Procurement Committee of the District & Sessions Court, Matiari at its discretion may consider appropriate, will be announced at the time of bid opening.
- 3.4 A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.
- 3.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 3.6 The Procurement Committee of the District & Sessions Court, Matiari will evaluate and compare the bids which have been determined to be substantially responsive.
- 3.7 The Procurement Committee of District & Sessions Court, Matiari shall announce the result of the bid evaluation at least ten (10) days prior to the award of contract on the official websites of the District & Sessions Court, Matiari and SPPRA.
- 3.8 The Procurement Committee of the District & Sessions Court, Matiari will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bid Evaluation:

- 3.9 Bids will be opened on the tender opening date as specified in the Bidding Data Form.
- 3.10 Bids will be opened at the time and date as mentioned in the Bidding Data Form.
- 3.11 To assist in the examination, evaluation and comparison of bids, the Procurement Committee of District & Sessions Court, Matiari may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 3.12 The bids will be evaluated as per specifications laid down for each item/service proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be accepted.
- 3.13 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the Bidder does not accept the corrected bid price, his bid will be rejected and his Bid Security shall be forfeited.

4. TIME FOR COMPLETION OF CONTRACT AND WARRANTY

(Instructions to Bidders)

Supply of Goods and Services

- 4.1 Goods/Services shall be delivered/provided at the Judicial Complex, District & Sessions Court, Matiari, District Bar Association Matiari or any other notified place within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.
- 4.2 If the Bidder fails to deliver or provide any or all of the Goods/Services within the period specified, the procurement committee of the District & Sessions Court, Matiari shall without prejudice to its other remedies under the Contract, deduct from the tender price, as liquidated damages, at the rate of five percent (5%) of the tender price of the delayed Good(s) and the procurement committee of the District & Sessions Court, Matiari reserves the right to adopt any course permissible and the firm shall be blacklisted.
- 4.3 If any fault /defect occurs in the Goods or quality of service, it will be replaced/rectified by the Bidder at his own risk and cost.
- 4.4 There shall be minimum one-year warranty for all hardware and installed system.

5.PROCESS TO BE CONFIDENTIAL

(Instructions to Bidders)

- 5.1 No Bidder shall contact any officer of the procurement committee of District & Sessions Court, Matiari on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least ten (10) days prior to Award of Contract.
- 5.2 Any effort by a Bidder to influence any officer of the procurement committee of District & Sessions Court, Matiari in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.
- 5.3 Whereas, any Bidder feeling aggrieved may lodge a written complaint to Complaint Redressal Committee of the District & Sessions Court, Matiari (CRC) constituted under Rule 31 of the Sindh Public Procurement Rules, 2010 (Amended 2022) after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.
- 5.4 No bidder may ask for sharing the information/documents of other bidder(s) participating the process.

6. AWARD OF CONTRACT

6.1 Award Criteria and Rights of the Procurement Committee of the District & Sessions Court, Matiari

- (a) The Procurement Committee of District & Sessions Court, Matiari shall award the Contract to the Bidder(s) whose bid has been determined to be substantially responsive to the Bidding Document and most advantageous Bid as per procurement Rules.
- (b) The Procurement Committee, District & Sessions Court, Matiari reserves the right to:-
 - i. increase or decrease the quantity of the Goods/Services without any change in the unit price or other terms and conditions.
 - ii. accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the procurement committee of the District & Sessions Court, Matiari action except that the grounds for its rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, without justification of the grounds.
 - iii. notice of the rejection of bids shall be given to the Bidders.
- (c) The Procurement Committee of District & Sessions Court, Matiari observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the Bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

6.2 Notification of Award

Prior to expiry of the period of bid validity, the Procurement Committee of District & Sessions Court, Matiari will notify the successful Bidder in writing that his bid has been accepted.

6.3 Performance Guarantee

The successful Bidder shall be bound to furnish a performance guarantee as provided in the Bidding Data Form.

6.4 Payment and Currency

Payment shall be made in Pak. Rupees after successful delivery of the Goods/ Services.

All applicable taxes shall be deducted at source as per Government Rules.

6.5 Signing of the Contract Form

As the Procurement Committee of District and Sessions Court, Matiari notifies the successful Bidder that its bid has been accepted, the Procurement Committee of District & Sessions Court, Matiari will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties.

The successful Bidder shall sign and date the Contract Form and return it to the Procurement Committee of District & Sessions Court, Matiari on the same day of the receipt of the said Contract Form.

7. BIDDING DATA FORM

NOTICE INVITING TENDER (NIT No. 01-MTR/2025)

Brief Description of Work: Installation of one unit of Six Kilowatt Solar Power System at the Judicial Complex District & Sessions Court Matiari and one unit of Six Kilowatt Solar Power System at District Bar Association, Matiari

#	Description of Work	Location
1	Installation of one unit of Six Kilowatt Solar Power System at the Judicial Complex District & Sessions Court Matiari and one unit of Six Kilowatt Solar Power System at District Bar Association, Matiari	Matiari

1.	Bid Currency	The bids to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
2.	Deadline for online:	11:00 AM on 04 th December, 2025.
3.	Address:	Office of the District & Sessions Judge, Matiari.
4.	Time and date of Bid opening:	01:00 PM on 04 th December, 2025.
5.	Validity of bid:	Ninety (90) days from the date of bid opening.
6.	Value of Earnest Money/Bid Security	Rs. 50,000/- in the shape of Bank Draft/Pay Order (only) in favor of District & Sessions Judge, Matiari
7.	Validity of Earnest Money/Bid Security	Ninety (90) days from the bid opening.
8.	Timeframe for completion:	The successful Bidder shall be bound to supply / provide the Goods/Services at location and time as specified in the Schedule of Requirement Form.
9.	Performance Guarantee	Two percent (2%) of the bid price in the form of Bank Draft/Pay Order, which shall be "Retained until completion of supply and satisfactory performance period as per SPPRA Rules.
10.	Venue	Library Room at District & Sessions Court, Matiari.

8.BID FORM

District & Sessions Court, Matiari Reference No. _____

Bid Reference No. _____

To:

Chairman, Procurement Committee
District & Sessions Court / Procurement Agency,
MATIARI

Dear Sir,

1. Having examined the Bidding Document, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to supply the bid for Goods/Services.
2. We, the undersigned, offer to supply and deliver the bid for Goods/Services in conformity with the said Bidding Document for the sum of Rs. _____.
3. As security for due performance of the undertakings and obligations of this bid, we submit herewith an Earnest Money/Bid Security as provided in clause 8 of the Bidding Data Form.
4. We undertake to deliver and complete the supply of Goods/Services within the time as provided in the Schedule of Requirement Form.
5. We agree to abide by this bid upto its validity period as mentioned in the Bidding Data Form and it shall remain binding upon us and may be accepted by Procurement Committee of the District & Sessions Court, Matiari any time before the expiry of that period.
6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid.

Dated _____ .2025

Signature _____

Name of Bidder: _____

Address: _____

Mobile #: _____ Seal: _____

9 BIDDER'S INFORMATION FORM

Please fill-in the following details:

M/s: _____

Company Owner's Name: _____

Company's Business Address: _____

National Tax Number (NTN) _____

Sales Tax Registration Number _____

Vendor Number _____

Owner's CNIC #:

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Telephone #: _____

Fax #: _____

Authorized Person's Name: _____

Authorized Person's Designation: _____

Authorized Person's Signature: _____

Seal: _____

10. CONTRACT FORM

THIS AGREEMENT is made on the _____ day of _____ 2025,

Between:

District & Sessions Court, Matiari through its procurement agency, (hereinafter referred to as the “Purchaser” or “Procuring Agency”), having its office at, District & Sessions Court, Matiari

and

M/s _____

(hereinafter referred to as the “Supplier”), a firm/company duly registered under the laws of Pakistan, having its registered office at.

WHEREAS

The Purchaser invited bids for the *procurement of Goods/Services* as specified in the **Schedule of Requirement Form**, and has accepted the bid of the Supplier for the total contract price of Rs. _____ (Rupees _____ only).

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to.
2. The following documents collectively referred to as “the Bidding Document” shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a. The Bid Form and the Price Schedule Form submitted by the Bidder;
 - b. The Schedule of Requirements;
 - c. GENERAL CONDITIONS OF CONTRACT;
 - d. SPECIAL CONDITIONS OF CONTRACT;
 - e. The Award of Contract;
 - f. Earnest Money/ Bid Security; and
 - g. Performance Guarantee.
3. In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier hereby covenants with the Purchaser to provide the Goods/Services in conformity in all respects with the provisions of the Bidding Document.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods/Services, the tender price.

IN WITNESS whereof the purchaser and the supplier hereto have caused this agreement to be executed in accordance with the relevant laws the day and year first above written

Signature (Purchaser)_____

Signature (Supplier) _____

Date:_____

Date:_____

Seal:_____

Seal:_____

Address:_____

Address:_____

Witness-1:_____

Witness-2:_____

Designation:_____

Designation:_____

CNIC:_____

CNIC:_____

Address:_____

Address:_____

11. SCHEDULE OF REQUIREMENT FORM

Name of Procuring Agency:
District & Sessions Court, Matiari
Through Procurement Committee

Title of Procurement:

Installation of one unit of Six Kilowatt Solar System at Judicial Complex, District & Sessions Court, Matiari and one unit of Six Kilowatt Solar System at District Bar Association, Matiari.

#	Description of Items / Works	Quantity / Units	Delivery / Completion Period	Place of Delivery / Installation	Remarks (if any)
1	Installation of 6 KW Solar Power System at Judicial complex District & Sessions Court, Matiari	1 Unit (Complete 6 KW Hybrid Solar System)	Within 30 days from issuance of Purchase Order	District & Sessions Court Complex, Matiari	Testing and commissioning required
2	Installation of 6 KW Solar Power System at District Bar Association, Matiari	1 Unit (Complete 6 KW Hybrid Solar System)	Within 30 days from issuance of Purchase Order	District Bar Association at Judicial Complex, Matiari	Testing and commissioning required

12. GENERAL CONDITIONS OF THE CONTRACT

1. Definitions	1.1 In this Contract, the following terms shall be interpreted as indicated: a) “The Bidding Document” shall include the following documents and forms: i. Invitation to Bid; ii. General Conditions for Bidding; iii. Instructions to Bidders; iv. Bidding Data Form; v. Schedule of Requirement Form; vi. Bid Form; vii. Price Schedule Form; viii. Contract Form; ix. General Conditions of Contract; b) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein. c) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. d) “The Goods/Services” means the supplies, equipment, and services required for the use of the District & Sessions Court, Matiari through procurement committee, which the Supplier is obligated to provide to the Purchaser under the Contract. e) “GCC” means the General Conditions of Contract contained in this section. f) “The Purchaser” means the organization purchasing the Goods/Services. g) “The Supplier” means the entity supplying the Goods/Services. h) “Day” means calendar day. i) “The Supply site” is the Judicial Complex District and Sessions Court, Matiari, District Bar Association, Matiari or any other notified place.
2. Application	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Standards	The Goods/Services supplied under this Contract shall conform to the standards mentioned in the Bidding Document.

4. Inspection	4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods/ Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The supplier shall provide sample of each item to be procured along with text to be printed which will be retained by the purchaser. 4.2 Should any inspected or tested Goods/ Services fail to conform to the Specifications, the Purchaser may reject the Goods/ Services. Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser. 4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.
5. Delivery and Documents	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.
6. Transportation	The Supplier is required under the Contact to transport the Goods/Services to Purchaser at specified places(s).
7. Payment	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the Contract.
8. Contract Amendments	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.
9. Delays in the Supplier's Performance	9.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form. 9.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 10.

10. Liquidated Damages	If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, shall deduct from the tender price, as liquidated damages, at the rate of five (5%) percent of the tender price of the delayed Good(s)/Services and substitute with supplier. The Procurement Committee of District & Sessions Court, Matiari reserves the right to adopt any course permissible to blacklist the firm.
11. Termination for Default	11.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or (b) if the Supplier fails to perform any other obligation(s) under the Contract or (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the contract. For the purpose of this clause: “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
12. Force Majeure	i. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. ii. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Notices	i. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address. ii. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
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Purchaser's address for notice purposes:	
Name of Officer:	<u>Mr. Imran Khan Lashari (Accountant, District & Sessions Court, Matiari)</u>
Complete Address:	<u>Judicial Complex, District & Sessions Court, Matiari</u>
Phone Number:	0300-3278363
Supplier's address for notice purposes:	
Name of Officer:	
Complete Address:	
Phone Number:	

14. Taxes and Duties	Supplier shall be entirely responsible for all taxes, duties etc., incurred until delivery of the contracted Goods/Services to the Purchaser.
15. Governing Language	The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
16. Applicable Law	The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

13. SPECIAL CONDITIONS OF CONTRACT

1) Scope

These Special Conditions of Contract (SCC) shall supplement and, in case of conflict, supersede the provisions of the General Conditions of Contract (GCC).

2) Delivery and Installation Period

The Supplier shall deliver and install the Goods/Services strictly within the timelines specified in the Schedule of Requirement Form. Any delay beyond the allowed period shall attract penalties under Clause 10 of the GCC.

3) Warranty and Support

All equipment supplied shall carry a minimum one-year warranty for parts and service. The Supplier shall provide on-site technical support during this period without additional cost.

4) Payment Terms

Payment shall be made in Pak Rupees after successful completion, inspection, and acceptance of the Goods/Services. No advance payment shall be made.

5) Performance Guarantee

The Performance Guarantee shall remain valid until satisfactory completion of supply, installation, and warranty period, whichever is later.

6) Jurisdiction

All disputes shall be subject to the jurisdiction of competent Courts Matiari.

14. PRICE SCHEDULE FORM

PRICE SCHEDULE FORM

Installation of one unit of Six Kilowatt Solar System at Judicial Complex, District & Sessions Court, Matiari and one unit of Six Kilowatt Solar System at District Bar Association, Matiari.

#.	Description	Qty	Cost
1	Inverter (6 KW Hybrid)	2	750,000/-
2	Solar Panels 580 watt	28	620,000/-
3	Lithium Battery 100 amp	2	700,000/-
4	Framing, DB Box, Wiring etc.	2	660,000/-
5	Installation Charges	--	70,000/-
6	Transportation Charges	--	40,000/-
7	Miscellaneous / Electrical Items	---	50,500/-
—	Grand Total	—	2,890,500/-

Bill of Quantities/schedule “B” Description & Rates item based on market/(offered rates)

#.	Description	Brand Name/Quality	Qty	Offered rates
1	Inverter (6 KW Hybrid)		2	
2	Solar Panels 580 watt		28	
3	Lithium Battery 100 amp		2	
4	Framing,			
5	DB Box			
6	Wiring(battery wire, DC wire & AC wire			
7	Installation			
8	Transportation			
9	Miscellaneous / Electrical Items			
—	Grand Total		—	

Note: Rates are in (PKR) & inclusive of all kind of Taxes.

15. SPECIFICATIONS

Specification of one Six Kilowatt Solar System at District & Sessions Court Complex Matiori and one Six Kilowatt Solar System at District Bar Association, Matiori.

#	Description	Quantity
1	Inverter 6 KW (Hybrid Solar System)	2
2	Solar Panels (580 watt or larger)	28
3	Lithium Battery 48V (100Amp)	2
4	Solar Framing (16-gauge MS Pipe)	--
5	DB Box (Distribution Box)	2
6	Miscellaneous/ Electrical Items	--
7	6 mm DC Wire	600 Fts
8	25 mm Battery Wire	40 Fts
9	Installation charges	--
10	Transportation Cost	--

SPECIFICATION NOTES	
Inverter	Hybrid, Pure Sine Wave, minimum 97% efficiency, 2 year warranty (Inverex Nitrox, Crown Elego IP65 or equivalent)
Solar Panel	580 Watt N-type Bifacial Double Glass (J.A, Inverex, Candian or equivalent)
Battery	Lithium-Ion, 48 V (100 amp), deep cycle, at least 2-year warranty.
Mounting Structure	16-gauge MS Pipe, rust-proof coated winds resistance up to 150 km/h.
Wiring	25 mm battery wire with good Quality PVC, & 6 MM DC wire & 7/36 double/single PVC.
Protection	breakers and protection devices.
Installation	Includes testing, commissioning and handover.

(MEMBER)
Executive Engineer (Civil)
Provisional Building Division,
Hyderabad.

(MEMBER/SECRETARY)
Civil Judge & Judicial Magistrate-III,
MATIORI.

(CHAIRMAN)
Procurement Committee, Matiori
Senior Civil Judge, Hala District Matiori

OFFICE OF THE DISTRICT & SESSIONS JUDGE, MATIARI

No. 3194 of 2025

Dated 05.11.2025

NOTIFICATION

In pursuance of the directions received from Learned Project Director, Honourable High Court of Sindh, Karachi, through letter No.581, dated 09.09.2025, Nos.638, 639 dated 24.09.2025 & No.657, dated 30.09.2025 of (Project Director High Court of Sindh) and Letter No.686 dated 11.10.2025 (Honorable High Court of Sindh Karachi), under the rule 7 of the Sindh Public Procurement Rules, 2010 (as amended), for the procurement of the goods, works or services (as highlighted from time to time in the annual plan) the following Procurement Committee is hereby constituted for the projects of "Access to Justice Development Funds for Court Complexes and Bar Associations"

1. Senior. Civil Judge, Hala.

Chairman

2. Civil Judge & Judicial Magistrate-III,
Matiari

Member/Secretary

3. Executive Engineer (Civil),
Provincial Buildings Division, Hyderabad.

Member

The terms of reference are as under:

- i) To prepare the bidding documents.
- ii) To carry out the technical as well as financial bid evaluation.
- iii) To prepare the bid evaluation report (BER) as provided in Rule 45.
- iv) To provide recommendation to the Competent Authority for the award of the contract.
- v) To perform all the ancillary/auxiliary functions under the SPP Rules.


(SADAF KHOKHAR)
District & Sessions Judge/Competent Authority,
MATIARI

OFFICE OF THE DISTRICT & SESSIONS JUDGE, MATIARI

No. 3193 of 2025

Dated 05.11.2025

NOTIFICATION

In pursuance of the directions received from the Learned Project Director (AJP), Honourable High Court of Sindh, Karachi, through letter No.581/P/AJDF dated 09th September, 2025 and letters No.638 and 639/PD/AJDF dated 24th September, 2025, and under Rule 7 of the Sindh Public Procurement Rules, 2010 (as amended), the scope of the already constituted Procurement Committee is hereby extended.

The said Procurement Committee shall now also perform procurement functions for the following detailed projects titled:

#	Details of Project
1	Establishment of E-Library at the District & Sessions Court Complex, Matiari.
2	Establishment of E-Library at the District Bar Association, Matiari.
3	Installation of 6 kW Solar Power System at the District & Sessions Court Complex, Matiari.
4	Installation of 6 kW Solar Power System at the District Bar Association, Matiari.
5	Provision and Installation of 4 (Four) E-Kiosk Systems for the District & Sessions Court Complex and District Bar Association, Matiari.
6	Provision of 07 (Seven) 100-Gallon Electric Water Coolers (with Filtration Facility) and 05 (Five) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Matiari.
7	Look-after and evaluate of Construction of missing facilities (meeting room, waiting room and 2 bathrooms with vanity) at District Court Complex, Matiari.
8	Installation of total 28 Air-Conditioners in District/Taluka Courts & Bar Association Matiari

All other terms, conditions and composition of the Procurement Committee shall remain the same as mentioned in Notification No.E./6145 of 2025 dated 17.10.2025.

CONSTITUTION OF COMPLAINT REDRESSAL COMMITTEE

In exercise of powers conferred under Rule 31 of the Sindh Public Procurement Rules, 2010 (as amended), the following Complaint Redressal Committee is hereby constituted for the Procurement of of following projects projects.

COMPLAINT REDRESSAL COMMITTEE (CRC)**1. District & Sessions Judge, Matiari.**

Chairman

**2. Consumer Protection Judge/CJ&JM,
Matiari**

Member/Secretary

**3. District Accounts Officer,
Matiari or his representative
(Not below the rank of BPS-17)**

Member

Terms of Reference:

- To receive the written complaint(s) from the bidder(s) being aggrieved during the procurement proceedings.
- To exercise the powers under sub rule (4) of Rule 31 of Sindh Public Procurement Rules, 2010.
- To decide the grievances of the aggrieved bidder(s) within 07 days, the decision thereof shall be communicated to the aggrieved bidder(s) and the SPPRA within 03 days.


(SADAF KHOKHAR)District & Sessions Judge/Competent Authority,
MATIARI