

Issue Date of Tender: 19<sup>th</sup> January, 2026  
Closing Date of Tender: 07<sup>th</sup> February, 2026

# **Bidding Document**

**NOTICE INVITING TENDER (NIT No.04-MTR/2025-26)**

## **Supply and Installation of**

## **28 Air-Conditioners**

**at District/Taluka Courts and Bar  
Associations, Matiari**

**District and Sessions Court,**

**MATIARI**

**Phone # 022-9240812**

# INVITATION FOR BIDS

## Supply of Goods/Services

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

- This Bidding Document has been prepared in accordance with the Sindh Public Procurement Rules, 2010 (Amended). The procurement shall be conducted in a fair, transparent and competitive manner to achieve value for money for the Procuring Agency
- Each bidder shall submit Bid Security equals to the 5% of the project/estimated cost 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 Saturday, 07<sup>th</sup> February 2026 at 11:30 A.M** (Noon) Technical Proposals will be opened the same day at **12:00 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).

Sd:

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 the District & Sessions Court, Matiari, Contact No. 0300-3278363, Email: [djmatari@sindhhighcourt.gov.pk](mailto:djmatari@sindhhighcourt.gov.pk) or by registered post at District & Sessions Court, Matiari.

1. The Accountant will respond to any query for clarification prior to the deadline for the submission of bids.
2. 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**

1. 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.
2. 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.
3. The procurement committee of District & Sessions Court, Matiari may at its discretion extend the deadline for the submission of bids.

## **1.3 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 per Schedule of Requirements.

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

## **1.4 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. If the Bidder does not fulfill any of these conditions, it will not be evaluated further.

### **1.5 Criteria for Bid Evaluation**

- a. The cost of bid should be inclusive of supply of the Goods/Services. No separate cost shall be entertained.
- b. 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.
- c. 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.
- d. Any bid found as conditional or in any manner what so ever ambiguous will be treated as non-responsive and will be rejected.
- e. Inclusion of pricing information within the technical bid submission will result in disqualification

### **1.6 Cost of Bidding**

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

### **1.7 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.

## **1.8 The Goods**

- a. The Goods delivered should be new and in no case used or refurbished.
- b. 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.

## **1.9 The Services**

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

## **1.10 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**

- i. 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)**.
- ii. The dispute shall be referred to a **sole arbitrator mutually agreed upon by both parties**.
- iii. 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.
- iv. The arbitration proceedings and the award shall be rendered in the **English/Urdu language**.
- v. The arbitration shall be conducted at **Matiari, Sindh, Pakistan**.
- vi. 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.

### **1.11 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.
- v. Any other major discrepancy found in the proposal.

## **(2) QUALIFICATION / ELIGIBILITY CRITERIA FOR BIDDERS**

Bidding is open to all firms that meet the following mandatory criteria:

1. **Valid Registrations:** The bidder must hold:
  - A valid registration with the Sindh Revenue Board (SRB).
  - A current Sales Tax registration under the Sales Tax Act, including a National Tax Number (NTN) & General Sales Tax (GST) number
  - Registration with the Pakistan Engineering Council (PEC) in the relevant category (if applicable).
2. **Tax Compliance:** The bidder must be listed on the Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR).
3. **Financial Capacity:** The bidder must demonstrate a minimum annual turnover of at least Five Million in each of the last three (3) consecutive fiscal years.
4. **Relevant Experience:** The bidder must have successfully completed at least one (1) contract of a "similar nature and complexity" and of comparable value to the project outlined in this Bidding Document. Documentary evidence (e.g., completion certificates, contract(s) must be submitted.
5. **Technical Capacity:** The bidder must employ adequate, qualified, and permanent technical and support staff to execute the contract.
6. **Audit:** The bidder must have its financial statements audited by a reputable auditing firm.
7. **Tender Fee:** Payment of the tender fee is mandatory and must be made within stipulated time no later than the deadline for bid submission. Non-payment shall render the bid non-responsive
8. **Bid Security:** Bid Security shall be furnished in original Hard copy/physical form, failing which the bid shall be considered non-responsive.
9. **Clean Record and Legal Standing:** The bidder must provide a sworn undertaking on the requisite stamp paper declaring that:
  - The firm has never been blacklisted under Rule 35 of the SPP Rules, 2010 (Amended 2022) by any government, semi-government, autonomous, or state-owned organization.
  - The firm has not been involved in litigation that resulted in the discontinuation of any project with any institution.
  - The firm is not currently blacklisted by any competent authority.
10. **Bid Submission Integrity:**
  - The inclusion of any financial proposal, rates, or pricing information within the technical bid will result in immediate disqualification.
  - Bids must be submitted strictly in accordance with the instructions in the Bidding Document.

11. **Document Authentication:** All submitted bidding documents must be duly signed, stamped, and paginated by the proprietor (for sole proprietorships) or the legally authorized owner/director of the company. Unsigned or unstamped submissions might be considered non-responsive.

## **DOCUMENTS COMPRISING THE BID**

The bid must consist of the following documents:

1. **Bid Form** (available in the Bidding Document).
2. **Bidder Information Form** (available in the Bidding Document).
3. **Price Schedule Form** (available in the Bidding Document).
4. **Declaration Affidavit:** An affidavit on a stamp paper in which the bidder declares that the firm is not blacklisted by any government or regulatory authority.
5. **Documentary Evidence of Past Experience:** The bidder must provide documented proof of having successfully completed at least one (01) or more contracts of a "similar nature and size" as specified in this bid. This proof shall include:
  - A copy of the contract or purchase order.
  - A completion certificate from the client confirming successful execution.
  - A certificate from the client's procurement committee (if applicable) attesting to the successful completion.
6. **Copies of Valid Registration Certificates:**
  - National Tax Number (NTN) Certificate.
  - General Sales Tax (GST) Registration.
  - Sindh Revenue Board (SRB) Registration (if applicable).
  - Valid Pakistan Engineering Council (PEC) Registration in the relevant category.
7. **Audit Report:** The bidder must attach its annual audited financial statements for at least the two most recent financial years in his bidding documents.
8. **Evidence of Tax Filing:** Copies of Income Tax Returns for at least the last three (3) years.
9. **Technical and Support Staff:** A detailed list of the bidder's permanent technical and supportive staff, including their qualifications and designations.
10. **Bidding Document:** All submitted bidding documents duly signed & stamped, by the proprietor (for sole proprietorships) or the legally authorized owner/director of the company.
11. **Technical Bid Requirements:** The bidder shall provide full product specifications, including the brand name and the offered warranty period, as part of the technical submission.

**(3) SUBMISSION OF BID**  
**(Instructions to Bidders)**

- 1) The Bidder is expected to follow all instructions and specifications in the bidding document.
- 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.
- 3) The bid shall remain valid for the period stipulated in the Bidding Data Form.
- 4) The bid 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.
- 5) Official seal shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.
- 6) A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 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.
- 8) Bidders must ensure successful upload and encryption of their bids on the ePAD system within the prescribed time.
- 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.
- 10) Any bid submitted or uploaded after the deadline on the ePAD portal will be automatically rejected by the system.
- 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 the District & Sessions Court, Matiari to the deadline prescribed for submission of bids.
- 12) No bid shall be modified after the deadline for submission of bids.
- 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.
- 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.
- 15) If these instructions to Bidders are not fully complied with, the bid may be rejected.

#### **(4) BID OPENING, CLARIFICATION AND EVALUATION**

- i. 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.
- ii. Bidders or their representatives who choose to attend shall sign the attendance sheet.
- iii. 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 its discretion may consider appropriate, will be announced at the time of bid opening.
- iv. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.
- v. 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.
- vi. The Procurement Committee of the District & Sessions Court, Matiari will evaluate and compare the bids which have been determined to be substantially responsive.
- vii. The Procurement Committee of the 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.
- viii. 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.

#### **4.1 Bid Evaluation:**

- i. Bids will be opened on the tender opening date as specified in the Bidding Data Form.
- ii. Bids will be opened at the time and date as mentioned in the Bidding Data Form.
- iii. 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.
- iv. 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.
- v. 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.

## **(5) TIME FOR COMPLETION OF CONTRACT AND WARRANTY**

### **(Instructions to Bidders)**

#### **5.1 Supply of Goods and Services**

- a.** Goods/Services shall be delivered/provided at the Judicial Complex, District & Sessions Court, Matiari or any other notified place within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.
- b.** 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 District & Sessions Court, Matiari reserves the right to adopt any course permissible and the firm shall be blacklisted.
- c.** 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.
- d.** There shall be minimum one-year warranty for all hardware and installed system

## **(6) PROCESS TO BE CONFIDENTIAL**

### **(Instructions to Bidders)**

- a.** 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.
- b.** 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.
- c.** 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.
- d.** No bidder may ask for sharing the information/documents of other bidder(s) participating the process.

## **(7) AWARD OF CONTRACT**

### **7.1 Award Criteria and Right of the procurement committee of 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 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, 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.

### **7.2 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.

### **7.3 Performance Guarantee**

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

### **7.4 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.

### **7.5 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.

## **(8) BIDDING DATA FORM**

### **NOTICE INVITING TENDER (NIT No. 04-MTR/2025-26)**

**Brief Description of Work:** Supply and Installation of **28 (Twenty Eight) Air-Conditioners** at District/Taluka Courts and Bar Associations, Matiari.

1.	<b>Bid Currency</b>	The bids to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
2.	<b>Deadline for online:</b>	11:30 PM (Noon) on <b>07<sup>th</sup> February, 2026.</b>
3.	<b>Address:</b>	Office of the procurement committee of District & Sessions Court, Matiari.
4.	<b>Time and date of Bid opening:</b>	12:00 PM (Noon) on <b>07<sup>th</sup> February, 2026.</b>
5.	<b>Validity of bid:</b>	Ninety (90) days from the date of bid opening.
6.	<b>Value of Earnest Money/Bid Security</b>	5% of bid amount/estimated cost, in the shape of Bank Draft/Pay Order (only) in favor of District & Sessions Judge, Matiari
7.	<b>Estimated Cost of Project</b>	<b>8.9782 Million (M)</b>
8.	<b>Validity of Earnest Money/Bid Security</b>	Ninety (90) days from the bid opening.
9.	<b>Timeframe for completion:</b>	The successful Bidder shall be bound to supply / provide the Goods/Services at location and time as specified in the Schedule of Requirement Form.
10.	<b>Performance Guarantee</b>	<b>Ten percent (10%)</b> of the " <b>bid price</b> " in the form of Bank Draft/Pay Order, which shall be "Retained until completion of supply and satisfactory performance period as per SPPRA Rules.
11.	<b>Venue</b>	Library Room at Judicial Complex District & Sessions Court, Matiari.

**(9) 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. (enclosed in financial bid).
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 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 \_\_\_\_\_, 2026

Signature \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Seal: \_\_\_\_\_



## **(11) CONTRACT FORM**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2026,

Between:

The District & Sessions Court, Matiari (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 (Purchaser)

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

Seal: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness-1

Witness-2

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(11) SCHEDULE OF REQUIREMENT FORM**

**Name of Procuring Agency:**  
District & Sessions Court, Matiari

<b>Sr. No.</b>	<b>Description of Items / Works</b>	<b>Quantity / Units</b>	<b>Delivery / Completion Period</b>	<b>Place of Delivery / Installation</b>	<b>Remarks (if any)</b>
<b>1</b>	1.5 Ton Split Air Conditioners	14	Within <b>30 days</b> from issuance of Purchase/Work Order	Judicial Complex, at District & Sessions Court, Matiari	Installation and fitting required
<b>2</b>		02		District Bar Association at District Court, Building Matiari	
<b>3</b>		08		Taluka Courts, Hala	
<b>4</b>		04		Taluka Courts, Saeedabad	

**(12) GENERAL CONDITIONS OF THE CONTRACT**

<p><b>1. Definitions</b></p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) “The Bidding Document” shall include the following documents and forms:</p> <ul style="list-style-type: none"> <li>i. Invitation to Bid;</li> <li>ii. General Conditions for Bidding;</li> <li>iii. Instructions to Bidders;</li> <li>iv. Bidding Data Form;</li> <li>v. Schedule of Requirement Form;</li> <li>vi. Bid Form;</li> <li>vii. Price Schedule Form;</li> <li>viii. Contract Form;</li> <li>ix. General Conditions of Contract;</li> </ul> <p>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.</p> <p>c) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>d) The Goods/Services” means the supplies, equipment, and services required for the use of the <b>District &amp; Sessions Court, Matiari</b>, which the Supplier is obligated to provide to the Purchaser under the Contract.</p> <p>e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>f) “The Purchaser” means the organization purchasing the Goods/Services.</p> <p>g) “The Supplier” means the entity supplying the Goods/Services.</p> <p>h) “Day” means calendar day.</p> <p>i) “The Supply site” is the District and Sessions Court, Matiari or any other notified place.</p>
<p><b>2. Application</b></p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Standards</b></p>	<p>The Goods/Services supplied under this Contract shall conform to the standards mentioned in the Bidding Document.</p>

<p><b>4. Inspection</b></p>	<p>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 Bidder shall provide sample of each item to be procured along with text to be printed which will be retained by the purchaser.</p> <p>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.</p> <p>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.</p>
<p><b>5. Delivery and Documents</b></p>	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.</p>
<p><b>6. Transportation</b></p>	<p>The Supplier is required under the Contact to transport the Goods/Services to District &amp; Sessions Court, Matiari at specified places.</p>
<p><b>7. Payment</b></p>	<p>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.</p>
<p><b>8. Contract Amendments</b></p>	<p>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.</p>
<p><b>9. Delays in the Supplier’s Performance</b></p>	<p>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.</p> <p>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.</p>

<p><b>10. Liquidated Damages</b></p>	<p>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. District &amp; Sessions Court, Matiari reserves the right to adopt any course permissible to blacklist the firm.</p>
<p><b>11. Termination for Default</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract or</li> <li>(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.</li> </ul> <p>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.</p>
<p><b>12. Force Majeure</b></p>	<ul style="list-style-type: none"> <li>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.</li> <li>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</li> </ul>

	performance not prevented by the Force Majeure event.
<b>13. Notices</b>	<p>i. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address.</p> <p>ii. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>

<b>Purchaser's address for notice purposes:</b>	
Name of Officer:	<u>Mr. Imran Khan Lashari (Accountant, District &amp; Sessions Court, Matiari)</u>
Complete Address:	<u>District &amp; Sessions Court, Judicial Complex, Matiari</u>
Phone Number:	0300-3278363
<b>Supplier's address for notice purposes:</b>	
Name of Officer:	
Complete Address:	
Phone Number:	

<b>14. Taxes and Duties</b>	Supplier shall be entirely responsible for all taxes, duties etc., incurred until delivery of the contracted Goods/Services to the Purchaser.
<b>15. Governing Language</b>	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.
<b>16. Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

## **(14) General Technical SPECIFICATIONS**

The work shall be carried out as per specifications, approved drawings, and manufacturer's guidelines.

#	FEATURE	MANDATORY SPECIFICATION
1	<b>Type</b>	Split Air Conditioner (Wall Mounted)
2	<b>Capacity</b>	Cooling: 1.5 Tons / 5.3 kW (approx. 18,000 BTU/hr) Heating: Equivalent or higher capacity (Heating COP > 3.8)
3	<b>Technology</b>	<b>Inverter Compressor</b> (DC/EC Motor) for variable speed operation
4	<b>Refrigerant</b>	<b>R-32/410</b> (Environmentally friendly, lower GWP). Compliance with relevant environmental standards is mandatory.
5	<b>Energy Rating</b>	<b>5-Star Rated</b> as per latest BEE (Bureau of Energy Efficiency) or equivalent local/regional standards. Minimum <b>ISEER ≥ 5.2</b> .
6	<b>Power Supply</b>	220-240V, 50Hz, Single Phase.
7	<b>Operation Range</b>	(130- 275V)
<b>Indoor Unit (IDU)</b>		
8	<b>Airflow</b>	Auto-swing louvers (Vertical & Horizontal). Multi-directional airflow
9	<b>Filters</b>	<b>Anti-bacterial + Dust Filter</b> as standard. <b>Additional Filters:</b> PM 2.5 / Anti-Allergen / Carbon / Catechin filter (at least one type).
10	<b>Noise Level</b>	<b>As low as possible.</b> Maximum: ≤ <b>40 dB(A)</b> in low-speed mode.
11	<b>Display</b>	LED or discreet display with option to turn off.
12	<b>Coil</b>	Copper tube & aluminum fin (Anti-corrosive blue fin coating preferred)
<b>Outdoor Unit (ODU)</b>		
13	<b>Construction</b>	Galvanized steel/pre-coated anti-corrosion cabinet
14	<b>Noise Level</b>	Maximum: ≤ <b>55 dB(A)</b> .
15	<b>Operating Range</b>	Cooling: Up to <b>55°C</b> ambient. Heating: Down to <b>-10°C</b> ambient (with defunction cycle).
16	<b>Connectivity &amp; Control</b>	<b>Standard IR Remote Control. Optional/Wi-Fi Ready:</b> Built-in or via external adapter for smartphone control
17	<b>Protection Features</b>	<b>DU/ODU:</b> Anti-freeze protection, Self-diagnosis, Auto-restart, High/Low voltage protection, Dense fin coating, Rust-proof casing.
18	<b>Warranty</b>	<b>Comprehensive Warranty:</b> Minimum <b>05 years on Compressor, 2 years on PCB</b> , and <b>1 year comprehensive</b> from date of commissioning. Warranty must be submitted on manufacturer's letterhead.
19	<b>Accessories</b>	All necessary installation kits: Copper pipes (insulated), drainage hose, power cables, communication wires, wall brackets, screws, etc., must be supplied as per standard installation requirement.

**(Brand preferable:** Acson, Panasonic, GREE or equivalent)

**(15) PRICE SCHEDULE FORM**

**PRICE SCHEDULE FORM**

28 Air-Conditioners **complete supply, delivery, installation, testing, commissioning, and after-sales support** of premium 1.5-ton (approx. 18,000 BTU/hr) inverter split-type air conditioners with heating and cooling functions.

#	Description	Qty	Per Unit Cost	Total Incl. Tax(PKR)
1	1.5 Ton Inverter (Hot & Cool) Air-Condition	28	314,150/-	8,796,200/-
2	Fitting & other Misc. expenses	--	5,000/-	140,000/-
3	Transport Charges	28	1,500/-	42,000/-
—	<b>Grand Total (PKR)</b>	—	<b>320,650/-</b>	<b>8,978,200/-</b>

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

Brand Name: _____					
#	Description	Brand Name	Qty	Per Unit Cost	Total Incl. Tax(PKR)
1	1.5 Ton Inverter (Head & Cool) Air-Condition		28		
2	Fitting & other Misc. expenses		--		
3	Transport Charges		28		
—	<b>Grand Total (PKR)</b>		—		

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

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

**Sd:**  
**(MEMBER/SECRETARY)**  
Civil Judge & Judicial Magistrate-III,  
**MATIARI.**

**Sd:**  
**(CHAIRMAN)**  
**Procurement Committee, Matiari**  
Senior Civil Judge, Hala District Matiari

**OFFICE OF THE DISTRICT & SESSIONS JUDGE, MATIARI**

No. 3194 of 2025

Dated 05.11.2025

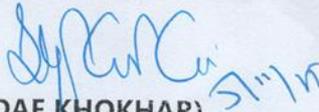
**NOTIFICATION**

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,<br>Matiari                        | Member/Secretary |
| 3. Executive Engineer (Civil),<br>Provincial Buildings Division, Hyderabad. | Member           |

**The terms of reference are as under:**

- To prepare the bidding documents.
- To carry out the technical as well as financial bid evaluation.
- To prepare the bid evaluation report (BER) as provided in Rule 45.
- To provide recommendation to the Competent Authority for the award of the contract.
- 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 09<sup>th</sup> September, 2025 and letters No.638 and 639/PD/AJDF dated 24<sup>th</sup> 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:

- i. To receive the written complaint(s) from the bidder(s) being aggrieved during the procurement proceedings.
- ii. To exercise the powers under sub rule (4) of Rule 31 of Sindh Public Procurement Rules, 2010.
- iii. 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**