

OFFICE OF THE DISTRICT & SESSIONS JUDGE, THARPARKAR@MITHI

No. E./ 5579 of 2025

Mithi, dated 10.10.2025

NOTIFICATION

In pursuance of the directions received from Learned Project Director, Honourable High Court of Sindh, Karachi, through letter No.581/PD/AJDF/dated 09th September, 2025 and under the rule 7 of the Sindh Public Procurement Rules, 2010 (as amended), 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/ Assistant Sessions Judge-I, Mithi	Chairman
2.	Civil Judge & Judicial Magistrate-I, Mithi	Member
3.	Representative of Provincial Buildings Division, Mirpurkhas	Member

TERMS OF REFERENCE (TORS) OF THE COMMITTEE:

- 1) Preparing and/or reviewing bidding documents;
- 2) Carrying out technical as well as financial evaluation of the bids;
- 3) Preparing evaluation report as provided in Rule 45;
- 4) Making recommendations for the award of contract to the competent authority;

And

- 5) Perform any other function ancillary and incidental to the above.

(ABDUL WAHEED SHIAKH)

District & Sessions Judge,

Tharparkar @Mithi/

Chairperson

District Development Committee

Copy for information and compliance to:

01. The Learned Senior Civil Judge/ Assistant Sessions Judge-I, Mithi.
02. Civil Judge & Judicial Magistrate-I, Mithi.
03. The Executive Engineer, Provincial Buildings Division, Mirpurkhas.

(ABDUL WAHEED SHIAKH)

District & Sessions Judge,

Tharparkar @Mithi/

Chairperson

District Development Committee

OFFICE OF THE DISTRICT & SESSIONS JUDGE, THARPARKAR@MITHI

No. E./ 5597 of 2025

Mithi, dated 19.10.2025

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:

01. Establishment of E-Library at the District & Sessions Court Complex, Tharparkar at Mithi.
02. Establishment of E-Library at the District Bar Association, Tharparkar at Mithi.
03. Installation of 6 kW Solar Power System at the District & Sessions Court Complex, Tharparkar at Mithi.
04. Installation of 6 kW Solar Power System at the District Bar Association, Tharparkar at Mithi.
05. Provision and Installation of 4 (Four) E-Kiosk Systems for the District & Sessions Court Complex and District Bar Association, Tharparkar at Mithi.
06. Supply and Installation of 2 (Two) Split-Type Inverter Air Conditioners for the Family Courtroom of the Court Complex, Tharparkar at Mithi.
07. Provision of 8 (Eight) 100-Gallon Water Coolers (with Filtration Facility) and 4 (Four) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi.
08. Missing facilities for Female litigants and Family Court (01) waiting room/sitting area for female litigants, (02) Meeting room for family cases, litigants/parents/wards with 2 ton inverter A.C as well as attached bathroom, (03) Two separate washrooms with vanity for female litigants should be above 120/-sft.


13/10

All other terms, conditions and composition of the Procurement Committee shall remain the same as mentioned in Notification No.E./-5579 of 2025 dated 10.10.2025.

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 above projects.

COMPLAINT REDRESSAL COMMITTEE (CRC)

- | | |
|---|---------------|
| 01. Additional Sessions Judge-I, Mithi | (Chairperson) |
| 02. District Accounts Officer, Mithi or his representative | (Member) |
| 03. Assistant Executive Engineer (Electrical), Provincial Buildings Division,
Mirpurkhas | (Member) |

FUNCTIONS & MANDATE

01. The Committee shall examine and decide complaints submitted by aggrieved bidders in accordance with Rule 31 of the Sindh Public Procurement Rules, 2010 (as amended) during the procurement proceedings.
02. The Committee shall announce its decision within seven (07) days of receipt of the complaint and communicate the same to the complainant and the relevant authority within three (03) working days thereafter.

This Notification shall take immediate effect.


(ABDUL WAHEED SHIAKH)
District & Sessions Judge,
Tharparkar @Mithi/
Chairperson
District Development Committee

Copy for information and compliance to:

01. The Learned Additional Sessions Judge-I, Mithi.
02. The Learned Senior Civil Judge/ Assistant Sessions Judge-I, Mithi.
03. The District Accounts Officer, Mithi.
04. The Assistant Executive Engineer (Electrical), Provincial Buildings Division,
Mirpurkhas
05. Office File


(ABDUL WAHEED SHIAKH)
District & Sessions Judge,
Tharparkar @Mithi/
Chairperson
District Development Committee

ANNUAL PROCUREMENT PLAN FOR THE YEAR 2025-26 IN RESPECT OF DISTRICT & SESSIONS COURT, THARPARKAR AT MITHI

S.#	Description of procurement	Quantity (where applicable)	Estimated Unit cost (where applicable) (In Million Rs.)	Estimated total cost (In Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/ Non-ADP)	Project procurement method	Timing of Procurement			
								1st QTR	2nd QTR	3rd QTR	4th QTR
1	2	3	4	5	6	7	8	9	10	11	12
1	Establishment of E-Library at the District & Sessions Court Complex, Tharparkar at Mithi (Supply, installation, and setup of hardware, furniture, internet service, and law-site subscriptions)	-	1.199	1.199	1.199	Non-ADP	Single stage two envelope		Yes	-	-
2	Establishment of E-Library at the District Bar Association, Tharparkar at Mithi (Provision and installation of computer systems, furniture, LED screen, internet & legal databases.)	-	1.118	1.118	1.118	Non-ADP	//		Yes	-	-
3	Installation of 6 kW Solar Power System at the District & Sessions Court Complex, Tharparkar at Mithi (Supply and commissioning of hybrid solar inverter, panels, lithium batteries, wiring, and accessories.)	-	1.445	1.445	1.445	Non-ADP	//		Yes	-	-
4	Installation of 6 kW Solar Power System at the District Bar Association, Tharparkar at Mithi (Complete hybrid solar system identical in capacity and configuration to Lot 3.)	-	1.445	1.445	1.445	Non-ADP	//		Yes	-	-
5	Provision of 8 (100-Gallon) Water Coolers (with Filtration Facility) and 4 Electric Water Dispensers for District / Taluka Courts and Bar Associations, Tharparkar at Mithi (Procurement, installation, and commissioning of stainless-steel coolers and branded dispensers.)	-	1.704	1.704	1.704	Non-ADP	//		Yes	-	-
6	<u>Provision of Digital Kiosks for District Bar Association and District Court Complex, Tharparkar at Mithi (Procurement of 15 Digital Kiosks Systems with Stand)</u>	-	1.300	1.300	1.300	Non-ADP	//		Yes	-	-

DISTRICT & SESSIONS COURT, THARPARKAR AT MITHI

No. 1038/2025

Dated: 17-10-2025

NOTICE INVITING TENDER (NIT No. 1-F/2025) (Below Rs. 3 Million – SPPRA Website Publication Only)

Sealed (electronically encrypted) bids are invited through the SPPRA e-Procurement (ePAD) System, under the **Single Stage – Two Envelope Procedure**, from interested bidders registered with relevant tax and regulatory authorities, for the financial year 2025-26, for the following procurement:

Provision of 10 (100-Gallon) Water Coolers (with Filtration Facility) and 7 Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi.

Last Date & Time of Bid Submission: Thursday 6th November 2025 at 02:20 P.M.

Date & Time of Technical Bid Opening: Thursday 6th November 2025 at 02:50 P.M.

Venue: Conference Hall, District & Sessions Court, Tharparkar at Mithi.

1. Interested bidders shall submit their bids **through the SPPRA e-Procurement (ePAD)** system along with **Bid Security Rs. 35,000/-** in the form of **Bank Draft/Pay Order** in favour of *District and Sessions Judge, Tharparkar at Mithi* and submit physically on or before the bid-submission deadline.
2. The **tender fee of Rs 1,000 (non-refundable)** shall be deposited through SPPRA ePAD and submitted physically on or before the bid-submission deadline.
3. For further information and queries, contact **Mr. Muhammad Nawab, Accountant**, Phone No. 0332-2081195, Office No. 0232-920100, Email: djtharparkar@sindhhighcourt.gov.pk.
4. The **Chairman, Procurement Committee** reserves the right to accept or reject any or all bids in accordance with **Rule 25 of the SPPRA Rules 2010 (Amended 2022)**.

CHAIRMAN, PROCUREMENT COMMITTEE

Senior Civil Judge-I, Tharparkar at Mithi
District & Sessions Court, Tharparkar at Mithi

Copy for information and necessary action to: -

1. The Chairperson District Development Committee, District & Sessions Court, Tharparkar at Mithi for information.
2. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
3. The Chairperson Complaint Redressal Committee, District & Sessions Court, Tharparkar at Mithi
4. The Members Procurement Committee, District & Sessions Court, Tharparkar at Mithi
5. Office Order File.

Issue Date of Tender: 17th October, 2025
Closing Date of Tender: 06th November, 2025

Bidding Document

NOTICE INVITING TENDER (NIT No. 1-F/2025)

**Provision of 8 (100-Gallon) Water Coolers (with Filtration Facility) and 4 Electric
Water Dispensers for the District / Taluka Courts and Bar Associations,
Tharparkar at Mithi.**

**District and Sessions Court,
Tharparkar at Mithi
Phone # 0232-920100**

INVITATION FOR BIDS

Supply of Goods/Services

Provision of 8 (Eight) 100-Gallon Water Coolers (with Filtration Facility) and 4 (Four) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi.

The **District & Sessions Court, Tharparkar at Mithi** 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. 35,000/- in the form of Bank Draft/Pay Order (only) in favour of the District and Sessions Judge, Tharparkar at Mithi. 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, 06 November 2025 at 02:20 P.M.** Technical Proposals will be opened the same day at **02:50 P.M.** through the e-PAD System in the presence of bidders or their authorized representatives who choose to attend at the **Court of the 1st Senior Civil Judge, District & Sessions Court Tharparkar at Mithi.**

- Complete Bidding Document may be downloaded from <https://portalsindh.eprocure.gov.pk/> and www.districtcourtstharparkar.gos.pk websites.
- Interested bidders shall submit their bids through the SPPRA e-Procurement (EPAD)
- Incomplete, ambiguous and conditional bids shall not be accepted.

The **District & Sessions Court, Tharparkar at Mithi** 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-I, Tharparkar at Mithi
Chairman Procumbent Committee,
District & Sessions, Tharparkar at Mithi
Phone: 0232-920100

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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 Accountant District & Sessions Court, Tharparkar at Mithi, Contact No. 0333-2507927, Email: djtharparkar@sindhhighcourt.gov.pk or by registered post at District & Sessions Court, Tharparkar at Mithi.

- i. (i) The Accountant will respond to any query for clarification prior to the deadline for the submission of bids.
- ii. (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 District & Sessions Court, Tharparkar at Mithi 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, Tharparkar at Mithi.
- iii. The District & Sessions Court, Tharparkar at Mithi may at its discretion extend the deadline for the submission of bids.

1.3.1: 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 two (02) 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 1 million 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.

1.3.2: 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.

1.4 : 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**.

1.5 : 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.

1.6 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. Bidder may bid for all Goods/Services as mentioned in the schedule of requirement form or may bid separately for any of the items.
- iv. 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.**

- v. 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 District and Sessions Court, Tharparkar at Mithi 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 favour of the District and Sessions Court, Tharparkar at Mithi. 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 District & Sessions Court, Tharparkar at Mithi 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, no 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 of the District & Sessions Court, Tharparkar at Mithi 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

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

1.12 : Dispute Resolution

1.12.1 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.

1.12.2 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)**.

The dispute shall be referred to a **sole arbitrator mutually agreed upon by both parties**.

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.

(b) The arbitration proceedings and the award shall be rendered in the **English/Urdu language**.

(c) The arbitration shall be conducted at **Tharparkar at Mithi, Sindh, Pakistan**.

(d) 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.

1.12.3 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 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.
- 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 District & Sessions Court, Tharparkar at Mithi prior 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, Tharparkar at Mithi 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, Tharparkar at Mithi will evaluate and compare the bids which have been determined to be substantially responsive.

3.7 The Procurement Committee of the District & Sessions Court, Tharparkar at Mithi 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, Tharparkar at Mithi and SPPRA.

3.8 The Procurement Committee of the District & Sessions Court, Tharparkar at Mithi 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, Tharparkar at Mithi 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)

4.1 Supply of Goods and Services

4.1.1 Goods/Services shall be delivered/provided at the District & Sessions Court, Tharparkar at Mithi office or any other notified place within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.

4.1.2 If the Bidder fails to deliver or provide any or all of the Goods/Services within the period specified, the District & Sessions Court, Tharparkar at Mithi 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 District & Sessions Court, Tharparkar at Mithi reserves the right to adopt any course permissible and the firm shall be blacklisted.

4.1.3 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.

4.1.4 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 District & Sessions Court; Tharparkar at Mithi 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 District & Sessions Court, Tharparkar at Mithi 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 (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 Right of the District and Sessions Court, Tharparkar at Mithi

- (a) The Procurement Committee, District & Sessions Court, Tharparkar at Mithi 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, Tharparkar at Mithi 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 District & Sessions Court, Tharparkar at Mithi 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, Tharparkar at Mithi 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.

6.1 Notification of Award

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

6.2 Performance Guarantee

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

6.3 Payment and Currency

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

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

6.5 Signing of the Contract Form

As the Procurement Committee, District and Sessions Court, Tharparkar at Mithi notifies the successful Bidder that its bid has been accepted, the Procurement Committee, District & Sessions Court, Tharparkar at Mithi 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, District & Sessions Court, Tharparkar at Mithi on the same day of the receipt of the said Contract Form.

7: BIDDING DATA FORM

NOTICE INVITING TENDER (NIT No. 1-F/2025)

Brief Description of Work: Tender for Provision of 10 (Ten) 100-Gallon Water Coolers (with Filtration Facility) and 7 (Seven) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi.

Sr. No.	Description of Work	Location
1	Provision of 8 (Eight) 100-Gallon Water Coolers (with Filtration Facility) and 4 (Four) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi.	Tharparkar at Mithi

- | | | |
|------|--|--|
| (2) | Bid Currency:a | The bids to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees. |
| (3) | Deadline for online: | 02:20 PM on 6th November, 2025. |
| (4) | Address: | Office of the Senior Civil Judge-I, Tharparkar at Mithi. |
| (5) | Time and date of Bid opening: | 02:50 PM on 6th November, 2025. |
| (6) | Validity of bid: | Ninety (90) days from the date of bid opening. |
| (7) | Value of Earnest Money/Bid Security | Rs. 35,000/- in the shape of Bank Draft/Pay Order (only) in favour of District & Sessions Court, Tharparkar at Mithi |
| (8) | Validity of Earnest Money/Bid Security | Ninety (90) days from the bid opening. |
| (9) | 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. |
| (10) | 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. |
| (11) | Venue | Court of the 1 st Senior Civil Judge, District & Sessions Court, Tharparkar at Mithi |

8: BID FORM

District & Sessions Court, Tharparkar at Mithi Tender Reference

No. _____

Bid Reference No. _____

To:

Chairman, Procurement Committee
District & Sessions Court / Procurement Agency,
Tharparkar at Mithi,

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 under take 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, District & Sessions Court, Tharparkar at Mithi at 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 #:

						-										-	
--	--	--	--	--	--	---	--	--	--	--	--	--	--	--	--	---	--

Telephone #: _____

Fax #: _____

Authorised 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, Tharparkar at Mithi (hereinafter referred to as the “Purchaser” or “Procuring Agency”), having its office at, District & Sessions Court, Tharparkar at Mithi
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

1. 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 of the Purchaser: _____

Date: _____

Seal: _____

Address: _____

Signature of the Supplier: _____

Date: _____

Seal: _____

Address: _____

Witness-1: _____

Designation: _____

CNIC: _____

Address: _____

Witness-2: _____

Designation: _____

CNIC: _____

Address: _____

11: PRICE SCHEDULE FORM

PRICE SCHEDULE FORM

Provision of 8 (Eight) 100-Gallon Water Coolers (with Filtration Facility) and 4 (Four) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi.

Sr. No.	Description	Qty	Total Incl. Tax (PKR) Col (4) + Col (7)
Col (1)	Col (2)	Col (3)	Col (7)
1	100-Gallon Water Cooler (with Filtration Facility) – Stainless Steel Body, 2 Taps, Energy Efficient Compressor (Super Asia or any other)	8	1,408,000
2	Installation & Fitting Charges for 100-Gallon Coolers @ Rs. 10,000 each (<i>lump sum, tax-inclusive</i>)	8	80,000
3	Electric Water Dispenser – Double Tap Hot & Cold, (Homage or any other)	4	216,000
—	Grand Total (PKR)	—	1,704,000

*All Applicable Taxes Included.

Signature: _____

Seal: _____

12. SCHEDULE OF REQUIREMENT FORM

Name of Procuring Agency:

District & Sessions Court, Tharparkar at Mithi

Title of Procurement:

Supply, Installation and Commissioning of Water Coolers and Water Dispensers for the District & Sessions Court Complex and District Bar Association, Tharparkar at Mithi

Sr. No.	Description of Items / Works	Quantity / Units	Delivery / Completion Period	Place of Delivery / Installation	Remarks (if any)
1	Provision of 8 (Eight) 100-Gallon Water Coolers (with Filtration Facility) and 4 (seven) Electric Water Dispensers for the District / Taluka Courts and Bar Associations, Tharparkar at Mithi	8 + 4 Units	Within 30 days from issuance of Purchase Order	District Court Complex and Taluka Courts / Bar Associations, Tharparkar at Mithi	Installation and fitting required

Venue: Court of The 1st Senior Civil Judge, District & Sessions Court, Tharparkar at Mithi or any other notified place.

Note: Samples can be seen in the District and Sessions Court, Tharparkar at Mithi.

13: 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, Tharparkar at Mithi**, 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 District and Sessions Court, Tharparkar at Mithi 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 Bidder 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 District & Sessions Court, Tharparkar at Mithi at specified places.

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. District & Sessions Court, Tharparkar at Mithi 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

12.1 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.

12.2 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

- 13.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address.
- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Purchaser's address for notice purposes:

Name of Officer: Mr. Muhammad Nawab (Accountant, District & Sessions Court, Tharparkar at Mithi)

Complete Address: District & Sessions Court, Judicial Complex, Tharparkar at Mithi

Phone Number: 0232-920100

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.

14. SPECIAL CONDITIONS OF CONTRACT

14.1 Scope

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

14.2 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.

14.3 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.

14.4 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.

14.5 Performance Guarantee

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

14.6 Jurisdiction

All disputes shall be subject to the jurisdiction of competent Courts at Tharparkar at Mithi, Sindh

15. SPECIFICATIONS

Provision of 8 Water Coolers of 100 Gallons with Filtration Facility

Sr. No.	Name of Item
1	SA-WCS-100 Steel Water Cooler (100 Gallon Capacity)
2	Copper Pipe Evaporator with Energy Saver Insulated Tank
3	DENFOSS Thermostat (Imported)
4	SECOP Compressor (Imported)
5	Rust-Proof Stainless Steel Body (18 SWG Sheet)
6	Adjustable Thermostat Range (7 °C – 12 °C)
7	CFC-Free Refrigerant Gas
8	Copper Condenser and Piping
9	Imported Fan Motor (Non-Capacitor Type)
10	Installation and Testing at Site
11	Water Filtration Unit (Standard Size and compatible with Water Cool)

Specification Notes

- **Model:** Super Asia SA-WCS-100 or any other.
- **Cooling Capacity:** 100 Gallon (Approx. 450 Litres)
- **Thermostat:** Imported DENFOSS, adjustable from 7 °C to 12 °C
- **Compressor:** Imported SECOP unit with energy-efficient operation
- **Body & Tank:** 18 SWG rust-proof stainless steel construction
- **Cooling System:** Copper pipe evaporator with CFC-free refrigerant
- **Insulation:** High-density foam for maximum energy saving
- **Fan Motor:** Imported non-capacitor type for long service life
- **Finish:** Polished stainless steel with anti-corrosion treatment
- **Warranty:** 1-year standard manufacturer warranty
- **Testing & Installation:** Includes onsite fitting, leak test, and performance verification

SPECIFICATION

WATER DISPENSER

Sr. No.	Name of Item
1	Electric Water Dispenser – Floor Standing (Hot & Cold)
2	Twin Tap System (Hot & Cold)
3	Stainless Steel Water Tank
4	Cooling Compressor (Branded / SECOP Equivalent)
5	Heating Element with Safety Thermostat
6	Child Safety Lock on Hot Tap
7	Built-in Overheat Protection
8	Removable Drip Tray
9	Installation and Testing at Site

Specification Notes

- **Model Type:** Floor Standing, Double Tap (Hot & Cold)
- **Compressor:** Branded (SECOP or equivalent), energy efficient
- **Tank Material:** Stainless Steel, rust-proof and food grade
- **Body Material:** ABS plastic or powder-coated metal
- **Refrigerant Gas:** CFC-free (R134a or R600a)
- **Power Supply:** 220–240V / 50Hz
- **Power Consumption:** Cooling 100W–120W / Heating 400W–500W
- **Safety Features:**
 - Overheat protection
 - Automatic thermostat control
- **Accessories:** Detachable drip tray and bottle support
- **Warranty:** 1-year manufacturer warranty on compressor and electrical parts

(MEMBER)

Civil Judge & Judicial Magistrate-I,
Tharparkar at Mithi

(MEMBER)

Assistant Engineer
Provisional Building Division,
Mirpurkhas

(CHAIRMAN)

Procurement Committee, Tharparkar at Mithi
Senior Civil Judge-I, Tharparkar at Mithi