

SUPREME COURT OF PAKISTAN
CONSTITUTION AVENUE
ISLAMABAD

TENDER NOTICE NO. 3/2023-2024/SCJ-1

INVITATION TO BID

FOR PROCUREMENT OF COMPUTER/PHOTOSTAT PAPER

Supreme Court of Pakistan invites nationwide sealed bids on open competitive basis, from the authorized distributors/suppliers/dealers who are registered with Income Tax and Sales Tax Departments and are on Active Taxpayers List of the Federal Board of Revenue, for supply of Computer/Photostat Paper at Principal Seat, Islamabad.

2. Pre-bid meeting will be held on **09.05.2024 at 11:00 a.m.** in the Conference Room, 3rd Floor, Admin Block, Supreme Court of Pakistan, Islamabad, which is strongly advised to be attended by all the interested bidders.

3. Tender document of Tender No.3/2023-2024/SCJ-1 for '**Procurement of Computer/Photostat Paper**' containing detailed terms and conditions may be downloaded free of cost from the Supreme Court of Pakistan's website i.e. <https://www.supremecourt.gov.pk> and of PPRA's website <http://www.ppra.org.pk>.

4. The bids, prepared in accordance with the provisions, instructions and term & conditions in the bidding documents, must reach the Office of the undersigned not later than **13.05.2024 at 11:00 a.m.** Bids will be opened on the **same day at 12:00 Noon**. This advertisement is also available on PPRA website <http://www.ppra.org.pk>.

Dated: - 20.04.2024

ASSISTANT REGISTRAR (PRINTING)
SUPREME COURT OF PAKISTAN
ISLAMABAD

Tender Document

Tender No. 03/2023-2024/SCJ-1

PROCUREMENT OF COMPUTER/PHOTOSTAT PAPER



SUPREME COURT OF PAKISTAN

Constitution Avenue, Islamabad

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URL: www.supremecourt.gov.pk

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1. Introduction of Purchaser

Supreme Court of Pakistan (hereinafter to be called “**Purchaser**” established under the Constitution of the Islamic Republic of Pakistan, 1973), is the highest Appellate Court of the country.

2. Invitation to Bids

i. The Purchaser invites sealed Bids from the original manufacturers/authorized distributors, suppliers for supply of Computer/Photostat Paper (**Tender Items**) for the official use of this Court at Islamabad :-

S. No.	Description/Specifications/Standards	Quantity
1.	Computer/Photostat Paper Legal size 210 mm x 333 mm Grammage : 80 Grams Brand : Copymate or equivalent Packing Standard :- Primary : Reams of 500 Sheets Secondary : Corrugated Printed Carton of 5-Reams (Box Packing)	10,000-Nos. Reams
2.	Computer/Photostat Paper A-4 size 210 mm x 297 mm Grammage : 80 Grams Brand : Copymate or equivalent Packing Standard :- Primary : Reams of 500 Sheets Secondary : Corrugated Printed Carton of 5-Reams (Box Packing)	500-Nos. Reams

ii. The Tender Document 3/2023-2024 carrying all details can be downloaded from the website of Supreme Court of Pakistan

i.e. <https://www.supremecourt.gov.pk> and PPRA's website: <http://www.ppra.org.pk>.

- iii. For the purposes of this tender, Public Procurement Rules 2004 (PPRA Rules) as amended from time to time shall be followed.

3. Instructions to Bidders

- i. As per **Rule 36(b) of PPRA Rules, 2004** Single Stage - Two Envelope Bidding Procedure, comprising single package containing two separate envelopes shall be followed. Each envelop shall contain separately the **Financial Proposal** and **Technical Proposal** marked as such in legible letters on the envelopes concerned to avoid confusion.
- ii. **Technical Bids** will be opened publically in the Conference Room, 3rd Floor, Admin Block, Supreme Court of Pakistan by the Purchase Committee at **12:00 Noon** on **13.05.2024** in presence of the Bidder(s) or their authorized representatives, for which they shall ensure their presence without further invitation. In case, last date of bid submission falls on/within the official holidays, the last date for submission of bids shall be the next working day.
- iii. Only technically qualified bidders shall be informed telephonically for opening of the **Financial Proposal(s)**. The Financial Proposals will be opened in the Conference Room, 3rd Floor, Admin Block, Supreme Court of Pakistan in the presence of the Bidders or their authorized representatives.
- iv. The sealed proposals complete in all respects addressed to the Assistant Registrar (Printing) shall be dropped into Tender Box, placed at Reception/Information Desk of Supreme Court of Pakistan at Islamabad till 11:00 a.m. on date mentioned in the Advertisement.
- v. The bidder (s) shall participate along with the proof/samples of Computer/Photostat Paper which are claimed to be

- equivalent to the specification of the required items.
- vi. All the interested bidders may examine the approved sample of Tender item in Stationery Branch of the Purchaser.
 - vii. Bidders are required to provide their samples according to details mentioned in Clause 2 of the Tender document with bidder name along with their Technical Proposals.
 - viii. The entire Stationery items shall be delivered within **15 days** from the date of award of contract otherwise **Liquidated Damages (under Clause 7 of the bid document)** shall be imposed.
 - ix. In case any defect appears in Tender items, the shortcoming shall be fulfilled by the contractor.
 - x. The tender items shall be delivered at the Purchaser's Principal Seat at Islamabad.
 - xi. Rate for each item shall be quoted as per samples approved by the Competent Authority and shall be in Pak Rupees only.
 - xii. The Purchaser shall announce details of the bidders at the time of opening of Technical/Financial bids.
 - xiii. No bid shall be accepted unless complete in all respects. Further, conditional bids shall not be accepted/ considered.
 - xiv. The bidder (s) shall submit the list of his Partners/Co-owners/ Directors/Joint Ventures/Suppliers along with the bid, if any.
 - xv. The bidder (s) shall bear all costs/expenses associated with the preparation and submission of the bids and the Purchaser shall in no case be responsible for those expenses.
 - xvi. Bids received after due date/time shall not be considered.
 - xvii. A bid withdrawn after the deadline for submission of the bid and prior to the expiry of the bid validity period, shall result in forfeiture of the **2% Bid Security (under Clause 5 of the bid document)**.

- xviii. In case, the successful bidder fails to execute the work order as per terms and conditions laid down in the Bid document/ contract (other than delay) or items supplied are found lower in quality, the Purchaser shall have the right to cancel the contract at any time and forfeit **10% Performance Guarantee (under Clause 6 of the bid document)**.
- xix. There shall be no part payment. The payment will only be made at the successful completion of the contract made by the contractor.
- xx. Before submitting any offer, bidders may consult the Purchaser regarding any query.
- xxi. The Purchaser reserves all rights to accept or reject any bid/proposal submitted in response to the Advertisement prior to acceptance, reasons will be communicated to the bidder on request.

4. Bid Validity Period:

Bid validity period shall be effective for **120 days** from the date of opening of Financial Bids.

5. Bid Security:

Financial Bid shall be accompanied by **2% Bid Security** of the total bid amount in the shape of Bank Draft/Call Deposit/Banker cheque in favour of Registrar, Supreme Court of Pakistan, which is refundable on request, to the unsuccessful bidder (s) within **two weeks** of the finalization of tender process. Bid security of successful bidders will be returned on their request, after signing of the contract and furnishing of 10% of Bid amount as performance guarantee.

6. Performance Guarantee.

- i. The successful bidder shall deposit **10% of bid amount as "Performance Guarantee"** in shape of Bank Draft/Call Deposit/Banker Cheque in favour of Registrar, Supreme Court

of Pakistan, before signing of the contract and taking back 2% Bid Security. Performance guarantee shall be retained by the Purchaser till completion of warranty period.

- ii. The purchaser shall have right to forfeit the "Performance Guarantee", if the contractor violates any of the terms and conditions of the Bid document/contract, except delay in provision of the Tender Items for which liquidated damages under clause 7 of the Bid document will be imposed.

7. Liquidated Damages

If the Contractor fails in timely supply of the required tender items as per delivery schedule, the Purchaser without prejudice to any other right of action/remedy, shall deduct a sum of money @ 01% of the total Contract Price as liquidated damages, for every day of delay from the scheduled delivery date (s) to the actual delivery date (s), provided that the amount so deducted shall not exceed, the aggregate 10% of the Contract Price.

8. Warranty

The successful bidder shall submit "**One Year Warranty Certificate**" regarding the durability of the supplied Tender Items. The warranty period shall start from the date of delivery of an item.

9. Evaluation Criteria:

There will be two types of evaluation i.e. **(A)** Technical Proposal Evaluation **(B)** Financial Proposal Evaluation.

A. Technical Proposal Evaluation

- i. The bidder (s) shall provide copies of NTN and STRN Certificates issued from FBR with their bids, as Proof of Active Tax Payer.
- ii. The bidder (s) are required to furnish an Affidavit **as per Annex-A** along with their Technical Proposal, to the effect that the bidder (s) has not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization any where in

Pakistan and they have not been involved in any litigation with any client during the last three years.

- iii. The bidder (s) are required to furnish Technical Proposal Submission Forms **as per Annex-B** alongwith their Technical Proposals.
- iv. The bidder (s) shall provide documentary proof that they have their operational office within Pakistan.
- v. The bidder (s) shall provide their complete profile giving all necessary details with certificate showing minimum **01 year** relevant experience.
- vi. The samples provided by bidder (s) as per **Clause-3 (vii)** , shall be evaluated according to the approved samples. Therefore, prospective bidders are required to submit all necessary samples with bidder name alongwith their Technical Proposals.

B. Financial Proposal Evaluation

- i. The bidder (s) are required to furnish Financial Proposal Submission Form (Part of Financial Bid Envelop) **as per Annex-C** alongwith their Financial Proposals. The Financial Proposal shall be accompanied by 2% Bid Security of the total bid price as mentioned in Clause 5 of the Bid Document.
- ii. The bidder (s) are required to furnish Price Schedule/ Financial Cost Sheets **as per Annex-D** along with their Financial Proposals.
- iii. The quoted price shall include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favour of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- iv. In case of discrepancy between the cost/price quoted in words and in figures, the lower of the two shall be considered.
- v. In evaluation of the price of items which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price shall be determined and considered inclusive of such duties and taxes.

- vi. The Purchaser shall not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the contractor.

10. Arbitration

All claims and disputes arising out of or relating to this agreement shall be referred by the aggrieved party to the sole Arbitrator i.e. Additional Registrar (Judicial), Supreme Court of Pakistan.

11. Cancellation of Tender

The Competent Authority reserves all rights to cancel the Tender at any stage. Reasons for such cancellation will be communicated on request.

CONTRACT

This CONTRACT is made on _____ **[Date]**, between **Supreme Court of Pakistan** (the "Purchaser"), on the one part, and **Contractor [full legal name of Contractor]**, on the other part individually /severally liable to the Purchaser for all of the Contractor's obligations under this Contract.

RECITALS

WHEREAS,

(a) The Purchaser has requested the Contractor to provide Tender Items according to Bid Document.

and

(b) The Contractor, having represented to the Purchaser that it has the required professional skills, personnel and technical resources, has agreed to provide Tender Items, on the terms and conditions set forth in this Contract and Bid document.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the prescribed Tender Items at the time and in the manner, in conformity with the Terms & Conditions of the Contract and Bid document.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract price which may become payable, at the time and in the manner, in conformity with the provisions of the Contract and Bid document, in consideration of supply of the Tender Items and complete satisfaction of the Purchaser.
3. The contractor shall supply Tender Items in the quantity and at the rates as quoted in the proposal submitted by the contractor and as per prescribed samples mentioned in the bid document within a period of **15 days** from the date of awarding of this contract.
4. In case, any defect appears in Tender Items, the shortcoming shall be fulfilled by the contractor.

5. The Tender Items shall be delivered at the Purchaser's Principal Seat at Islamabad.
6. The contractor shall solely be responsible for any discrepancy or damage to the supplied Tender Items.
7. The contractor shall submit "One Year Warranty Certificate" regarding the durability of the supplied Tender Items. The warranty period shall start from the date of delivery of item (s).
8. Bid security of 2% of the total Bid price by contractor in the shape of Bank Draft/Call Deposit/Banker Cheque in favour of the Registrar, Supreme Court of Pakistan will be returned to them on their request, after signing of the contract and furnishing of 10% of Bid amount as performance guarantee in shape of Bank Draft/Call Deposit/Banker Cheque. The "Performance Guarantee" shall be returned after the completion of "Warranty Period".
9. The purchaser shall have a right to forfeit the "Performance Guarantee", if the contractor violates any of the terms and conditions of the bid document/contract, except delay in provision of the required Tender Items for which liquidated damages under Clause 7 of the Bid document shall be imposed.
10. There shall be no part payment. The payment shall only be made after the successful completion of the commitment made by the contractor in the Bid document and after satisfactory supply of entire lot of the Tender Items.
11. All claims and disputes arising out of or relating to this agreement shall be referred by the aggrieved party to the sole arbitrator i.e. Additional Registrar (Judicial), Supreme Court of Pakistan.
12. The terms and conditions mentioned in the Bid document shall be considered part and parcel of this contract agreement.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For **[Supreme Court of Pakistan]**
(the Purchaser)

For []

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

CNIC # _____

CNIC # _____

AFFIDAVIT

We, (Name & address of the firm), do hereby declare and solemnly affirm that:

1. We have not been blacklisted from any Government/Semi Government Department/Autonomous Body or Private Company/Organization.
2. We have not been involved in any litigation with any client during the last three years.
3. We acknowledge that we have read, understood and accepted the terms and conditions of bid document.
4. We understand that the Purchaser shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the tender, from any or all the contractor (s).
5. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the terms and conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To

Additional Registrar (Admn),
Chairman, Purchase Committee,
Supreme Court of Pakistan,
Islamabad

Dear Sir,

We, the undersigned, offer to provide the Tender Items in accordance with your requirement/Tender Document No.3/2023-2024/SCJ-1 and our Proposal. We are hereby submitting our Proposals, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide Tender Items mentioned in the bid document related to the assignment in specified time schedule.

We understand you are not bound to accept any Proposal you receive.

We have studied the Tender document and shall fully abide by its terms & conditions.

Yours Sincerely,

Name and Designation of Signatory with official seal

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

To Additional Registrar (Admn),
Chairman, Purchase Committee,
Supreme Court of Pakistan,
Islamabad.

Dear Sir,

We, the undersigned, offer to provide the Tender Items in accordance with the approved samples as mentioned in Bid Document of Tender No.3/2023-2024/SCJ-1. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiry of the validity period as per contract attached.

We understand you are not bound to accept any Proposal you receive. We have studied the Tender document and shall fully abide by its terms & conditions.

Yours sincerely,

Name and Designation of Signatory with official seal

Name of Firm

Address

ANNEXURE-D

PRICE SCHEDULE/ FINANCIAL COST SHEET

S. No.	Description/Specifications/ Standards	Quantity	Bid Rate Per Unit	Total Bid Cost/ Amount
1.	Computer/Photostat Paper Legal size 210 mm x 333 mm Grammage : 80 Grams Brand : Copymate or equivalent Packing Standard :- Primary : Reams of 500 Sheets Secondary : Corrugated Printed Carton of 5-Reams (Box Packing)	10,000-Nos. Reams		
2.	Computer/Photostat Paper A-4 size 210 mm x 297 mm Grammage : 80 Grams Brand : Copymate or equivalent Packing Standard :- Primary : Reams of 500 Sheets Secondary : Corrugated Printed Carton of 5-Reams (Box Packing)	500-Nos. Reams		

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authorized by

Note: No cutting or overwriting is allowed.

A.O. (B & A)

(Member)

D.D.O.

(Member)

AR (P)

(Member)

DR(A)

(Member)

Additional Registrar (Admin.)

(Chairman)