SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2017-2018

Tender Reference No.01

Dated: 23-12-2017

Hiring of Fiber Optic Internet Services

Tender	issued	to M/s.	

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1. INTRODUCTION

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested in **hiring of Fiber Optic Internet Services** as mentioned in tender document, from your esteemed firm / agency for one financial year. The rates shall be valid for full term of the contract.

Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from www.sindhhighcourt.gov.pk and www.spprasindh.gov.pk

You are requested to attach firm / agency profile etc. along with the Tender Document. Financial Proposal should be submitted in sealed envelope.

Please mention "**Tender Number**" at top left corner of the envelope. SHC reserves the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

2. INSTRUCTIONS:

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. Moreover, attach required supporting documents according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write "Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Tender document which includes full details of items and other terms & conditions may be downloaded **free of cost** from www.sindhhighcourt.gov.pk and www.spprasindh.gov.pk
- (d) The last date to submit the Tender Document, separate technical & financial proposals in sealed envelopes is on or before 12th January, 2018 by 10:00 a.m. in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi. The technical proposals will be opened on the same day at 10:30 a.m. in the presence of representatives who may care to attend. Date and time of opening of financial proposals of technically qualified bids will be communicated to the technically qualified bidders in advance.
- (e) **Bid Security of 1% of total annual fee** will be submitted along with Tender Document in shape of "PAY ORDER" OR "BID SECURITY FORM" only in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.
- (f) Should you need further any assistance / guidance please feel free to contact with the Deputy Director I.T (Software) Contact No. 021-99203151 Ext 290.
- (g) Kindly mentioned "Tender Number" at top left corner of the envelope.

3. ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Requirement
1	Profile of company/ firm along with relevant documents	Mandatory

2	Registration with relevant tax/regulatory authorities (copies required)	Mandatory
4	At least ten (10) similar projects in Government/ Private Sector during the	Mandatory
	last three (03) years.	
5	Total Financial turnover of at least Rs. 20 million during the last three	Mandatory
	years. (financial statements and bank statements are required)	
6	Undertaking on judicial stamp paper that firm has never been blacklisted	Mandatory
	by any government semi government, autonomous and stated owned	
	organization.	

4. TECHNICAL PROPOSAL:

Technical Proposal should include detail description as per following requirement of Sindh High Court.

No. OF CONNECTIONS	DESCRIPTION	REQUIRED BANDWIDTH	STATIC / LIVE IPs
1 st	Provision of Internet Bandwidth Services	10 Mbps	8 Static IPs
	over Fiber Optic Cable at Data Center, I.T.	CIR	
	Department, Sindh High Court (SHC)		
2 nd	Provision of Internet Bandwidth Services	8 Mbps	8 Static IPs
	over Fiber Optic Cable at Data Center, I.T.	CIR	
	Department, Sindh High Court (SHC)		

- 1. CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable.
- 2. The ISP must provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of IT Department Sindh High Court.
- 3. To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30%.
- 4. Vendor should be a Major Bandwidth Distributor (having own Fiber Optic Cable).
- 5. Primary Media should be Optical Fiber Cable.
- 6. Redundant / Backup/ Secondary Media should also be the same (i.e. Redundant Fiber Optic Cable).
- 7. In case of any failover, the route of redundant/ back-up link must be different from primary Fiber Optic Cable path.
- 8. The internet connectivity along with all related devices /equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Center of SHC.
- 9. Internet connectivity from Primary to Backup/Redundant links must be auto swapped in case of any failover.
- 10. All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of SHC will be the responsibility of the vendor/ firm/ ISP.

5. FINANCIAL PROPOSAL:

1. Financial proposal should be sealed in separate envelope.

2. Monthly Service Fee should be inclusive of all types of taxes, rental fee of equipment, software etc. Only fixed monthly fee will be paid by Sindh High Court on provision of invoice after each preceding month. All other charges (if any) will be responsibility of the service provider.

No. OF CONNECTIONS	DESCRIPTION	REQUIRED BANDWIDTH	STATIC / LIVE IPs	Monthly service fee inclusive of all taxes etc.
1 st	Provision of Internet	10 Mbps	8 Static	XXX
	Bandwidth Services	CIR	IPs	
	over Fiber Optic Cable			
	at Data Center, I.T.			
	Department, Sindh High			
and	Court (SHC)	0.15	0.0	******
2^{nd}	Provision of Internet	8 Mbps	8 Static	XXX
	Bandwidth Services	CIR	IPs	
	over Fiber Optic Cable			
	at Data Center, I.T.			
	Department, Sindh High			
	Court (SHC)			
	Total service fee inclusive of all taxes, rental fee		XXX	
	etc.			

6. TERMS & CONDITIONS:

- 1. Tender document which includes full details of items and other terms & conditions can be downloaded free of cost from www.sindhhighcourt.gov.pk and www.spprasindh.gov.pk.
- 2. Single Stage-Two Envelope method will be adopted for bidding process as per rules.
- 3. Company Profile along with relevant documents be attached with this document.
- 4. The rates quoted shall remain valid for one financial year.
- 5. Bid(s) shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
- 6. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.
- 7. No advance payment shall be made against the supply of equipment / software mentioned in this bidding document.
- 8. The provided equipment shall remain property of the successful service provider, whereas SHC shall pay rent of the equipment, included in the monthly charges.
- 9. The equipment / software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.
- 10. Successful service provider shall ensure secure connectivity.
- 11. Service provider will be responsible for the safe supply of equipment / software at SHC, Karachi.

- 12. Cost of complete installation of the equipment, including cost of router, firewall, wireless equipment, pole etc. will be responsibility of the service provider, as these will be provided on rental basis and included in the fixed monthly charges.
- 13. Regular monthly charges will be paid on provision of invoice after each preceding month.
- 14. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
- 15. No transportation charges will be paid for any of the services.
- 16. The contract shall be terminated in case of violation of terms and conditions by the contractors.
- 17. All bids must be accompanied by an earnest money/ security of 1% of total annual fee. The bid security of unsuccessful bidder will be released by SHC after award of work or after expiry of bid validity period as per rules whereas the bid security money of unsuccessful bidder will be released after the submission of performance security equivalent to 10% of contract price.
- 18. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
- 19. All rules, regulations and policies will be governed in accordance to the SPPRA.
- 20. General Sales Tax will be paid on applicable items only by the company/firm/agency.
- 21. SHC reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. SHC, also reserve the right to issue Purchase Order for any single item to different lowest responsive bidders or issue Purchase Order for all the items to any lowest responsive bidder.
- 22. The contractor/ supplier will be liable for any mistakes in calculation of price/ rate and amount and shall be liable to suffer the loss arises at any stage of contract, due to mistakes in calculation or tax rates.
- 23. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates // Work Order.
- 24. The contractor shall pay all the cost for preparation of legal documents of contract.
- 25. SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.
- 26. Penalty will be imposed as under:-

Link Down age on per month basis	Penalty Percentage
Less than or equal to 3 Hours Monthly	No Penalty
Greater than 3.1 Hours and Less than or equal to 6	2 % of Monthly Invoice
Hours Monthly	
Greater than 6.1 Hours and Less than or equal to 10	5 % of Monthly Invoice

Hours Monthly	
Greater than 10.1 Hours and Less than or equal to 15	10 % of Monthly Invoice
Hours Monthly	
Greater than 15.1 Hours and Less than or equal to 20	20 % of Monthly Invoice
Hours Monthly	
Greater than 20.1 Hours and Less than or equal to 30	30 % of Monthly Invoice
Hours Monthly	
Greater than 30.1 Hours and Less than or equal to 40	40 % of Monthly Invoice
Hours Monthly	
Greater than 40.1 Hours and Less than or equal to 50	50 % of Monthly Invoice
Hours Monthly	
Greater than 50.1 Hours and Less than or equal to 60	60 % of Monthly Invoice
Hours Monthly	
Greater than 60 hours	100 % of Monthly Invoice

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Stamp & Signature

7. FORMAT OF BID FORM

To.

The Learned Registrar, High Court of Sindh, Karachi

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Sir,			
		ne undersigned, offer our services for the bidding documents for the Total Bid Price of Pa	
Rupees (in figures		in word	
or such other sums as made part of this bid.	may be ascertained in accordan	nce with the Price Schedule attached hereto an	<u>)</u> ıd
	accepted, we will provide the pe	works in accordance with the Contract Execution erformance security in the sum equivalent to 109	
_	ders, and it shall remain binding	(90) days from the date fixed for bid opening of upon us and may be accepted at any time before	
		his Bid, together with your written acceptance onstitute a binding Contract between us.	е
We understand that you	u are not bound to accept the low	vest-priced or any Bid that you may receive.	
Dated thisda	ay of2018		
WITNESS		BIDDER	
Signature	S	Signature	
Name	N	Name	
Γitle	Tit	tle	
Address	<i>P</i>	Address	
8. BID SECURIYT	FORM		
		led "the Bidder" has submitted its bid Services ",(hereinafter called "the Bid").	
naving our registered o Registrar, High Court o	office at <u>[Address of Bank]</u> (of SIndh, Karachi, Pakistan (her	[Name of the Bank] of [Name of Country] (hereinafter called "the Bank") are bound into the reinafter called "the Purchaser") in the sum of	ne
	nds itself, its successors and assign		
Sealed with the Comm	on Seal of the Bank this	day of, 2018	
THE CONDITIONS	of this obligation are:		
1. If the Bidder w Bid Form; or	ithdraws its Bid during the period	od of bid validity specified by the Bidder on th	ıe
2. If the Bidder do	oes not accept the corrections of l	his Total Bid Price: or	

- If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - Fails or refuses to furnish the performance security, in accordance with the Instructions (a) to Bidders; or
 - Fails or refuses to execute the Contract Form, when requested. or (b)

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

By [Bank] . (Title)
Authorized Representative

9. PERFORMANCE SECURITY FORM

Seal

The Learned Registrar, High Court of Sindh, Karachi
WHEREAS [Name of the Contractor] hereinafter called "the Contractor" has undertaken, in pursuance of the bid for "", dated2018, (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor a Guarantee:
THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of [Amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until day of, 2018, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.
[NAME OF GUARANTOR]
Signature
Name
Title
Address