

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2017-2018

Tender Reference No.2

Dated: 14-04-2018

**Supply & Installation of Twenty five (25) 1.5 Ton Split A.Cs
(Mitsubishi or equivalent standard) for the residences of the
Hon'ble Judges of this Court**

Tender issued to M/s. _____

Contents

1. Introduction	3
2. Instructions:	3
3. Eligibility Criteria:.....	4
4. Sample of Technical Proposal:	4
5. Sample of Financial Proposal:	5
6. Terms & Conditions:	5
12. Documents Check List.....	7
12. Sample of Proposal Submission Form:	7
13. Sample of Articles of Agreement:	8
(INTEGRITY PACT)	9

1. Introduction

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **twenty five (25) 1.5 ton Split A.Cs (Mitsubishi or equivalent standard) for the residences of the Hon'ble Judges of this Court**, as mentioned in tender document, from your esteemed firm / agency. SHC reserves the right to increase/ decrease the quantities as per requirement in the light of availability of funds, as per rules.

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.
- (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 30th April, 2018 by 10:30 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 11:00 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 successful bidders in advance.
- (e) **Bid Security of 1% of total charges** will be deposited along with Tender Document in shape of BID SECURITY FORM OR PAY ORDER IN THE FAVOUR OF REGISTRAR, SINDH HIGH COURT.
- (f) Should you need further any assistance / guidance please feel free to contact No. 021-99207776.

3. Eligibility Criteria:

S.No.	Eligibility Criteria	Requirement
1	Profile of company/ firm along with relevant documents	Mandatory
2	Sales Tax Registration (copy required)	Mandatory
3	Income Tax Registration (copy required)	Mandatory
4	Certificate of dealership or sole distributor (copy required)	Mandatory
5	Copies of at least ten (10) purchase orders of similar nature during the last three years along with Completion Certificate for the work completed.	Mandatory
6	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory
7	Average Financial turnover of at least Rs. 50 million per annum during the last three years. (financial statement or bank statement or both are required)	Mandatory

4. Sample of Technical Proposal:

Brand Name	
Make	
Model	
Date of Launching of Model	
Expected date/month/year of end of manufacturing of product	
Video of model mentioning the specifications of 1.5 ton Split A.Cs (maximum 5 minutes duration)	Attach CD/DVD/UBS with technical proposal

Requirements of Sindh High Court		Specifications offered by bidder (kindly do not leave any box blank, else technical proposal will not be considered)	Compliance (Yes/ No)
Brand	Mitsubishi or equivalent standard		
Country of Origin	Japan/ Thailand/ UK/ USA or equivalent		
Cooling Capacity	1.5 Ton		
Compressor Type	Rotary Japan/ Thailand/ UK/ USA or equivalent		
Cooling Coil	Copper Pipe of 22 gauze		

5. Sample of Financial Proposal:

1. Financial proposal should be sealed in separate envelope.
2. Rates should be inclusive of all types of taxes.

Particulars	Price inclusive of all taxes, transportation, installation etc (in words & figure) Rs.
Per unit cost of 1.5 ton Split A.C	

6. Terms & Conditions:

1. **Bidding Method:** Single Stage-Two Envelopes method will be adopted for bidding process as per SPPRA Rules.
2. **Company Profile:** Company Profile along with relevant documents be attached with this document.
3. **Validity Period:** The procurement contract will be awarded within bid validity period i.e. 90 days as per SPRRA Rules.
4. **Issuance of Purchase Order:** Purchase Order shall be issued from the office of the Assistant Registrar (Budget Branch) of Sindh High Court.
5. **Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement.
6. **Time of Delivery of Good:** The delivery should be made by the supplier as per purchase order.
7. **Delayed Delivery:** 2% penalty of the total amount will be imposed per day for which the company/firm/agency failed to deliver within the delivery/execution period.
8. **Inspection:** Physical inspection will be carried out by Assistant Registrar, Resident-II Branch of SHC. Ordered material is subject to final inspection at the time of delivery.
9. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
10. **Payment Term:** Payment shall not be made in advance and against partial deliveries.
11. **Condition of Goods:** All items must meet in all respects with the specifications & conditions of the Order and must be in good condition & conform to the best industrial quality standards; otherwise they will be liable to be rejected as per rules.
12. **Rejection of Goods:** We reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
13. **Disclosure of Confidential Script/Material:** All rights reserve with the SHC and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
14. **Submission of Bills/Invoices:** Invoice/bill, Purchase Order & Delivery Challan should be submitted in the office of Assistant Registrar (Budget Branch) of Sindh High Court.
15. **Bid Security:** All bids must be accompanied by an earnest money/ security of 1% of total bid amount. 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 successful bidder will be released after delivery of product.
16. **Price / Rate:** Price / rate must be quoted on Bill of Quantity Form only and submitted in sealed envelope. Price/ rate shall include all taxes, duties, levies, charges, insurance,

freight, transportation etc. All currency in the proposal shall be quoted in Pakistani Rupees (PKR). The Bid prices and rates are fixed during contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

17. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
18. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
19. **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
20. **Rights:** 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.
21. **Mistakes in Calculation:** 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.
22. **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
23. **Stamp Duty:** Stamp duty will be levied as per rules.
24. **Other:** SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules available on www.spprasindh.gov.pk for further details.

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

Name:	
Designation:	
Signature & stamp	
Cell No	

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

M/s.	
Year of Establishment	
Name of contact Person	
Address	
Sales Tax Registration No.	
National Tax No.	
Mobile No.	
Telephone No.	
Fax No.	
E-mail	
Banker's Name and Contact Details	

Stamp & Signature

12. Documents Check List

S.No	Description	Yes/ No
1	Company Profile	
2	Copy of Sales Tax Registration	
3	Copy of Income Tax Registration	
4	Copy of certificate of dealership or sole distributor	
5	Copies of Purchase Orders & Completion Certificate	
6	Undertaking on judicial stamp paper	
7	Financial Statements	
8	Bank Statements	
9	Bid Security	
10	Video demonstration of 1.5 ton Split A.C in CD/DVD/USB	
11	Brochure of product	

All the above mentioned documents/ requirements have been furnished.

Name:	
Designation:	
Signature & stamp	
Cell No	

12. Sample of Proposal Submission Form:

To be printed on the letter head of firm.

Tender Reference No.

Dated _____

Name of Contract:

The Learned Registrar,
Sindh High Court,
Karachi.

Dear Sir,

We, the undersigned, offer to provide our services for “_____”, as a Bid, sealed in an envelope.

We understand you are not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of Purchase Committee shall be final and cannot be challenged on any ground at any forum and the Purchase Committee will not be liable for any loss or damage to any party acting in reliance thereon.

Sincerely,

Name

13. Sample of Articles of Agreement:

This Agreement made this _____ day of _____ 2017, by and between the Sindh High Court, Karachi, Sindh, including his successors in office and Assignees / Agents, acting through the learned Registrar, hereinafter called the “**SHC**”, of the one part,

And M/s _____, located at _____, hereinafter called the “**Contractor**” which expression shall include their successors, legal representatives of the second part.

Whereas the **SHC** requires supply of _____ and whereas the **Contractor** has agreed to supply, the said items valued at **Rs.** _____ and words (_____) on quarterly basis as per Purchase Orders, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

Now this Agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____ on behalf of the **Contractor**, and by the learned Registrar on behalf of the **SHC**, all of (name and designation of the authorized person) Which shall be deemed to form and be read and construed as a part of this **Agreement** viz.
 - a) Articles of Agreement;
 - b) Instructions to Tenderers;
 - c) Conditions of Contract;
 - d) Contractor’s Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in.
 - e) The specifications of the items; and
 - f) Bill of Quantity with prices.
3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the **SHC** to supply & deliver all items in conformity in all respects of the Contract on quarterly basis, as mentioned in Purchase Orders.
4. The **SHC** hereby **covenants to pay** the Contractor in consideration of the supply & delivery of items at the contact price on quarterly basis subject to release of funds.

In Witness Thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

WITNESSES:

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [*Name of Contractor*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative department or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of Contractor*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[*name of Contractor*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*Name of Contractor*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [*name of Contractor*] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*name of Contractor*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Procuring Agency:

Name of Contractor:

Signature:

Signature:

[Seal]

[Seal]