

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2018-2019

Tender Reference No. II/IARKANA

Dated: 05-04-2019

**Supply & Installation of five(05) Floor Standing 2.0 Ton A.Cs
with 15000 watts stabilizers for High Court of Sindh, Circuit
Court, Larkana and Judges Lodge, Larkana**

Contents

1. Introduction:	3
2. Instructions:	3
3. Eligibility Criteria:.....	4
4. Sample of Technical Proposal:	4
5. Sample of Financial Proposal:	5
7. Desired Specifications of required items:	6
6. Terms & Conditions:	7
8. Sample of Proposal Submission Form:.....	9
9. Sample of Articles of Agreement:	9
(INTEGRITY PACT)	10

1. Introduction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to **purchase five (05) Floor Standing 2.0 Ton A.Cs with 15000 watts stabilizers for Circuit Court, Larkana & Judges Lodge, Larkana**, as per specifications mentioned in tender document, from your esteemed firm / agency.

2. Instructions:

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant service provider should furnish copies of all the required documents to ensure a transparent and genuine presentation.
- (b) Kindly do not leave any column/item blank. 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 along with relevant documents in sealed envelopes is 22nd APRIL, 2019 AT 11:30 A.M.** in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi, as reflected in NIT.
- (e) **The technical proposals will be opened on the same day** in the presence of representatives who may care to attend as reflected in NIT.
- (f) Date and time of opening of **financial proposals** will be uploaded on the official websites of Sindh High Court.
- (g) **Bid Security of 2% of total amount** will be deposited along with Tender Document in shape of PAY ORDER / DEMAND DRAFT/ BANK GUARANTEE in the name of Registrar, Sindh High Court, Karachi.

3. Eligibility Criteria:

Following documents must be furnished in separate envelop before the opening of Technical Proposal.

S.No.	Eligibility Criteria	Requirement
1	Profile of company/ firm along with copies of relevant documents	Mandatory
2	Copies of relevant Tax Registration Certificates.	Mandatory
3	Copies of at least three (03) Purchase Orders of similar nature during the last three years along with Completion Certificates/ delivery challans for the work completed.	Mandatory
4	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory
5	Total Financial turnover of at least 3 million during the last three years. (financial statement or bank statement or both are required)	Mandatory

It is undertaken that all the above mentioned documents have been provided in the sequence as mentioned above. It is fully understood that in case of non-compliance of eligibility criteria, our technical proposal will not be evaluated and no liability would be incur against High Court of Sindh for rejection of tender.

Name	
Designation	
Signature	
Stamp	

4. Sample of Technical Proposal:

1. Technical Proposal must include complete technical specifications along with brochure.
2. Requirements of High Court must be highlighted in yellow or circled with pen on the brochure else technical proposal may not be considered.
3. Technical Proposal shall be sealed in separate envelope.
4. This is only format of Technical Proposal. Kindly do not write anything in the box below.

To be printed on the letter head of firm/supplier.

Desired Specifications of Floor Standing A.C	
Brand	
Cooling Capacity	
Country of Origin	
Date of Launch	
Parts	
Warranty	
Installation & Transportation	
Stabilizer 15000 watts	

Stamp & Signature

5. Sample of Financial Proposal:

1. Financial proposal should be sealed in separate envelope.
2. Rates should be inclusive of all types of taxes.
3. Rates should be mentioned in both figures & words.
4. All transportation, installation cost must be mentioned separately in financial proposal and total cost must be inclusive of all cost.
5. Financial Proposal must be submitted on letter head of company/supplier.
6. This is only format of Financial Proposal. Kindly do not write anything in the box below.

To be printed on the letter head of firm/supplier.

Description	Unit Price (Rs)	Quantity (No)	Amount (Rs.)
Cost of Equipment without GST			
Installation			
Transportation			
Other Cost (if any)			
Total Cost in both figure and words without GST & Taxes			

All government taxes will be applicable as per rules.

Stamp & Signature

7. Desired Specifications of required items:

Desired Specifications of Floor Standing A.C	
Brand	Mitsubishi, Gree, or equivalent standard
Cooling Capacity	2.0 Ton
Country of Origin	UK/USA/JAPAN or equivalent standard
Date of Launch	Discontinued products or products whose production has been announced to be discontinued by manufacturer will not be considered
Parts	Parts must be easily available up till 5 years after discontinuation of products.
Warranty	At least one year official warranty
Installation & Transportation	Product will be installed at Circuit Court, Larkana and Judges Lodge, Larkana
Stabilizer 15000 watts	Universal or equivalent standard with one year warranty

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 Envelopes method** will be adopted for bidding process as per rules.
3. Company Profile along with relevant documents be attached with this document.
4. Bid(s) shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
5. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.
6. No advance payment shall be made against the supply of items mentioned in this bidding document.
7. *Delivery shall be made at High Court of Sindh, Circuit Court, Larkana & Judges, Court, Larkana.*
8. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
9. The contract shall be terminated in case of violation of terms and conditions by the contractors.
10. All bids must be accompanied by an earnest money/ security of **2% of total cost**. 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 supplying of items/ submission of performance security.
11. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
12. All rules, regulations and policies will be governed in accordance to the SPPRA.
13. General Sales Tax will be paid on applicable items only by the company/firm/agency.
14. 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.
15. 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.

16. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / Work Order.
17. The contractor shall pay all the cost for preparation of legal documents of contract.
18. 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.

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	

Stamp & Signature

8. 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 or any proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of the Hon’ble Purchase Committee shall be final and cannot be challenged on any ground at any forum and Sindh High Court will not be liable for any loss or damage to any party.

Sincerely,

Name
Designation,
Name of Company

9. Sample of Articles of Agreement:

This Agreement made this _____ day of _____ 2019, by and between the Project Director, 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 (_____) 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 contract 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]