

# SINDH HIGH COURT, KARACHI

## TENDER DOCUMENT

FOR THE YEAR 2018-2019

**Tender Reference No. SHC/Budget/Tender-2018-2019/III**

**Dated: 15-05-2019**

**SMS SERVICES FOR ELECTRONIC CASE FLOW  
MANAGEMENT SYSTEM**

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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 to avail the **services of SMS for our Electronic Case Flow Management System**, 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](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://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 31<sup>st</sup> May, 2019** 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.

<b>S.N</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documentary proof Required (Please mention Reference Page#)</b>
1	<b>Company Profile</b>	Company Profile	Profile of company/ firm along with copies of relevant documents
2	<b>Legal Entity</b>	The Bidder should be in Operations in Pakistan	Copy of Certificate(s) of incorporation or Registration document showing legal status for operations in Pakistan.
3	<b>Status</b>	The Bidder Must have valid license or letter of authorization by the authority to provide the SMS services.	Certificate of valid license of provided Services
4	<b>Blacklisting</b>	Bidder shall not be eligible to participate in this project if the firm has been blacklisted/ debarred by any Government/ Semi Government organization in Pakistan in participating in any procurement activities for fraudulent or corrupt practices, or in litigation.	An affidavit to the effect that the firm has not been blacklisted/ debarred/ in litigation with/ by any Government/ Semi Government organization
5	<b>PTA Authorization</b>	Bidders should provide Authorization Letter from PTA specific to such services.	Authorization Letter from PTA
6	<b>Tax Registration</b>	Bidders should be registered with relevant tax authorities.	Copies of relevant Tax Registration Certificates.
7	<b>Financial Turnover</b>	Total Financial turnover of at least 10 million during the last three years.	Financial statement or bank statement or both are required
8	<b>Work Orders</b>	At least three years' experience.	Copies of at least three (03) Work Orders of similar nature during the last three years along with Completion Certificates for the work completed.

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.

<b>Name</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Stamp</b>	

#### **4. Sample of Technical Proposal:**

1. Technical Proposal must include complete technical specifications.
2. Technical Proposal should be sealed in separate envelope.

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

#### **Branded Bulk SMS Service Requirement (Technical Requirement)**

<b>S.No</b>	<b>Description</b>
1.	<b>Service Delivery</b> on all networks including Ported numbers.
2.	<b>API</b> Required for Sending SMS from PHP , .net or Java with working Example.
3.	<b>Masking/Short Code</b> Masking (UPTO 5) Required and 4 digit short code preferably (0742).
4.	<b>Through Put</b> 2000 SMS/Minute or Above.
5.	<b>Delivery Report</b> i.e (Mobile Switch Off/Out of Service, Delivered to Network(date and time) , Delivered to Handset(date and time))
6.	<b>MNP SMS</b> Must be delivered to ported number to any other network
7.	<b>Delivery Time:</b> Every SMS must be delivered within 10 seconds or not greater than 1 Minute.
8.	<b>Service Availability:</b> 24/7/365 hours service availability is required.
9.	<b>Blacklisting of Masking/Short Code:</b> Masking and short code should not be blacklisted at any network working in the country.
10.	<b>Sending Route:</b> All the messages should be sent via transactional route and not via promotional route.
11.	Smart queuing technology to ensure Automatic failover & dynamic gateway routing
12.	Service should support character length more than 160 characters and support Urdu/Sindhi and Special Character !#\$%^&*()_+

**Stamp & Signature**

## **5. Sample of Financial Proposal:**

1. Financial proposal should be sealed in separate envelope.
2. Financial Proposal must be submitted on letter head of company.
3. Payment shall not be made in advance. Monthly Payment shall be made after availing monthly service and monthly charges shall be paid on provision of invoice after each preceding month.
4. This is only format of Financial Proposal. Kindly do not write anything in the box below.

(To be filled by the bidder as part of Financial Proposal)

<b>Sr. No.</b>	<b>ITEM</b>	<b>Minimum Specification</b>	<b>Unit Cost PKR.</b>	<b>Total Cost inclusive of all Govt Tax in PKR.</b>
1.	One SMS	As per specifications mentioned under Technical Requirement including web portal service and technical support		

### **USAGE DETAIL (Approx)**

Daily Usage	≤ 25000
Monthly Usage (26 Working Days)	≤ 650000

Note: The number of SMS may be reduced during court vacations and gazette holidays.

**Stamp & Signature**

## **6. Penalties / Liquidation Damages:**

1. In case of delay in delivery of item / services as per contract as defined in the scope of work in this RFP, the Registrar, Sindh High Court reserves the right to impose a penalty not exceeding 1% of the total amount of the contract at the rate of 0.25% for each week of delay in handing over service(s).
2. If the work is not executed according to the satisfaction of the Registrar, as per the scope of work, the Registrar reserves the right to reject it altogether or impose a penalty not exceeding 5% of the contract amount for the initial top up.

## **7. 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](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://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 year.
5. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.
6. The provided equipment shall remain property of the successful service provider, whereas SHC shall pay rent of the equipment, included in the monthly charges.
7. Software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.
8. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
9. No transportation charges will be paid for any of the services.
10. The contract shall be terminated in case of violation of terms and conditions by the contractors.
11. All bids must be accompanied by an earnest money/ security of **2% 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 successful bidder will be released after the submission of performance security equivalent to 10% of annual contract price.
12. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.

13. All rules, regulations and policies will be governed in accordance to the SPPRA.
14. General Sales Tax will be paid on applicable items only by the company/firm/agency.
15. The service provider 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.

<b>M/s.</b>	
<b>Year of Establishment</b>	
<b>Name of contact Person</b>	
<b>Address</b>	
<b>Sales Tax Registration No.</b>	
<b>National Tax No.</b>	
<b>Mobile No.</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-mail</b>	

**Stamp & Signature**



**8. Format of Bid Form:-**

To,  
The Learned Registrar,  
High Court of Sindh,  
Karachi

Sir,

Having examined the bidding documents, we, the undersigned, offer our services for the “\_\_\_\_\_”in conformity with the said bidding documents for the Total Bid Price of Pak Rupees (in figures \_\_\_\_\_ in words \_\_\_\_\_) or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this bid.

We undertake, if our bid is accepted, to complete the works in accordance with the Contract Execution Schedule. If our Bid is accepted, we will provide the performance security in the sum equivalent to 10% for the due performance of the Contract.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this-----day of -----2019

**WITNESS**

-----  
**BIDDER**

Signature -----

Signature -----

Name -----

Name -----

Title -----

Title -----

Address -----

Address -----

## 9. Bid Security Form:-

**WHEREAS** [Name of Bidder] (hereinafter called "**the Bidder**") has submitted its bid dated [date] for the "**Hiring of Fiber Optic Internet Services**", (hereinafter called "**the Bid**").

**KNOW ALL MEN** by these presents that we [Name of the Bank] of [Name of Country] having our registered office at [Address of Bank] (hereinafter called "the Bank") are bound into the Registrar, High Court of Sindh, Karachi, Pakistan (hereinafter called "the Purchaser") in the sum of ----  
-----, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2019

**THE CONDITIONS** of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to execute the Contract Form, when requested. or

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

## 10. PERFORMANCE SECURITY FORM

To,

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 "\_\_\_\_\_", dated \_\_\_\_\_ 2019, (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 \_\_\_\_\_, 2019, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Seal \_\_\_\_\_