

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE FINANCIAL YEAR 2019-2020

Tender Reference NO.SHC/Budget/Tender-2019-2020/II

Dated: 02-12-2019

Supply of Electric Water Coolers for High Court of Sindh, Karachi.

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

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Tender Reference No. _____

Dated _____

To,

**The Learned Registrar,
Sindh High Court,
Karachi.**

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply of Electric Water Coolers for High Court of Sindh, Karachi”**, as a Bid, sealed in an envelope. Mr. _____ holding CNIC No. _____ has been authorized to attend the Bid Meetings on behalf of our organization.

We understand that Sindh High Court is 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:

Designation:

Name of Company

Dated:

2. Introduction & Instruction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to **purchase Electric Water Coolers for High Court of Sindh, Karachi** on item wise basis, as mentioned in tender document, from your esteemed firm / agency in transparent manner. SHC reserves the right to increase/ decrease the quantities as per requirement in the light of availability of funds, as per rules.

Description	Date & time of Submission of Bids	Date & time of Opening of Bids
Supply & Installation of five (05) Electric Water Cooler	On or before 19 th December, 2019 at 11:00 a.m.	19 th December, 2019 at 11:30 a.m.

3. Principles of Procurement:

Sindh High Court ensures that procurements are conducted in a *fair and transparent manner* and the object of procurement brings value for money to this Court. Hence, bidders are directed to provide soft copies of scanned tender documents, tax registration certificates, purchase orders, bank maintenance certificate, financial statements and undertaking. All such documents should be merged in one (01) PDF FILE for uploading on the concerned.

4. Clarification and Modification of Bidding Documents:

Bidding Document has been prepared by Procurement Committee as per rules. Clarifications (if any) for contents of bidding documents may be sent to the Procurement Committee through Registrar, High Court in writing, at least five calendar days prior to the date of opening of bid. Clarification in response to a query shall be uploaded on the official website of Sindh High Court. All bidders are advised to visit the website of Sindh High Court for keeping them updated.

It is stated that contents of bidding documents have been carefully read & understood. All queries have been properly answered by the concerned Officers of Sindh High Court well before in time. We do not have any objections on the contents of the bidding documents.

Name:	
Designation:	
Signature & stamp	

5. Objection(s) on Bid Evaluation Reports:

Bid Receiving Time Sheet, Bid Attendance Sheet, Eligibility Criteria Report, Technical Bid Evaluation Report and Financial Bid Evaluation Report shall be uploaded on the official website of High Court of Sindh. Objection(s) if any should be submitted within THREE (03) calendar days of uploading of reports. Thereafter, no objection shall be entertained.

It is undertaken that it is our responsibility to download the above mentioned bid reports from the official website of Sindh High Court. It is also undertaken that objection (s) if any will be submitted within THREE (03) calendar days of uploading of reports and we will not submit any objection after the lapse of time.

Name	
Designation	
Cell Number	
Signature & stamp	

6. Preliminary Examination of Bids:

Procurement Committee as mentioned above shall examine the bids to confirm that all required documents (soft & hard copies) and specifications/ technical documentation requested in bidding documents have been provided, and to determine the completeness of each document submitted. If any of the required documents or information is missing, the bid shall be rejected. Further, Sindh High Court shall examine the Bid to confirm that all terms and conditions specified in the bidding documents have been accepted by the Bidder without any material deviation or reservation.

7. Financial Evaluation of Eligibility Qualified Bid(s):

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of unit price without GST. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest technically bidder (s) subject to fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents.

8. Mandatory Qualification/ Eligibility Criteria:

S.No.	Eligibility Criteria	Available (YES/ NO) To be filled by the bidder
1	Profile of company/ firm	
2	Complete filled, signed & stamped Tender Document	
3	Relevant Tax Registration Certificates	
4	Minimum Experience of at least three (03) years	
5	Copies of at least SIX (06) Purchase Orders of similar nature during the last three years. ONE for each year is mandatory.	
6	Undertaking on judicial stamp paper that <i>"firm has never been blacklisted by any government semi government, autonomous and stated owned organization."</i>	
7	Average Financial turnover of at least Rs. 0.8 million per annum during the last three years. (financial statements are required)	
8	Bank Maintenance Certificate	

It is undertaken that I have provided soft and hard copies of the above mentioned documents. It is understood that Sindh High Court reserves the right to reject our bid/ disqualify us in case of non-availability of the above mentioned documents and decision of Sindh High Court shall be final.

Name:	
Designation:	
Signature & stamp	

8.1. Details of Purchase Orders of Similar Nature

S.No	Purchase Order issued by (Name of Organization)	Purchase Order No	Date of Purchase Order	Details
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

12				
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8.2. Details of Financial Turnover during the last three (03) years

S.No	Financial Year	Turnover (Rs.)
1		
2		
3		

8.3. Details of Official Bank Account of Bidder

Name of Bank	
Branch Code	
Address of Bank	
Bank Account Number	
Available Balance	

9. Specifications & Quantities of required items:

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)
Country of Origin	UK/ USA/ EUROPEAN or equivalent standard		
Cooling Requirement	Minimum 200 gallons per hour		
Body Structure	Heavy Duty Body Structure, Stainless Steel		
Cooling Coil	Copper Pipe		
Condenser	Copper Pipe		
Number of Taps	Minimum Four (04)		
Water Tank	Large capacity water tank made of non-magnet stainless steel tested for leakage and safety		
Water Filtration System	Along with three (03) stage water filtration system		
Warranty	3 Years Compressor and 1 Year Spare Parts		
End of the year sale products	End of the year sale products & products whose manufacturing have been discontinued by manufacturers would not be acceptable.		
Parts	Parts must be easily available in the market		
Brochure	Attach Brochure		

10. Sample of Financial Proposal (to be submitted on official letter head):

Bidders are advised to submit financial proposal as per following format on the official letter head of bidder which must be properly signed & stamped.

S.No	Name of Item	Unit Price without GST Rs. (in figures)	Unit Price without GST Rs. (in words)
	Unit Price of Electric Water Cooler along with three stage water purifying system including installation & transportation		

- All Government taxes shall be applicable as per rules.
- Taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
- Bidder should be active vendor I.D at the time of submission of bill.
- Bidder shall be bound to submit all required documents along with bill.

Name	
Designation	
Cell Number	
Signature & stamp	

10.1. Sample of Calculation of Bid Security (along with financial proposal)

1. **Bid Security of 1% of total quoted amount** will be deposited along with Tender Document in shape of BID SECURITY FORM/ PAY ORDER/ BANK DRAFT as reflected in tender notice.
2. Bid Security should favour Registrar, High Court of Sindh, Karachi.
3. Separate Bid Security must be submitted for each item as per following format.

Make & Model of Quoted Item	Unit Price without GST Rs.	Quantity	Amount without GST Rs.
Total Amount (without GST)			
1% of Total Amount			
Pay Order Number			
Pay Order Issuance Date			
Name of Banker			
Amount of Pay Order			
Period of Validity			

1. Rates must be quoted in Pakistani Currency.
2. Rates must be quoted without GST. GST shall be applicable as per rules.
3. All government taxes shall be applicable as per rules.
4. All government taxes will be deducted by the office of A.G Sindh and its decision shall be final in respect of taxation and billing.
5. Bidders must have active Vendor ID of A.G Sindh.
6. Successful Bidder (s) will be required to submit complete bill along with copies of required documents to Budget Branch of Sindh High Court for forwarding the same to Accountant General Sindh, Karachi.

11. Terms & Conditions:

1. **Bidding Method:** Single Stage-Two Envelopes method will be adopted for bidding process as per SPPRA Rules. Bidders are required to submit separate technical & financial proposal.
2. **Qualification/ Eligibility:** Bidders are bound to submit soft and hard copies of all documents as mentioned in Eligibility Criteria Section, in order to establish their eligibility to participate in bid. In case of non-availability of either, soft or hard copy, bidder may be disqualified.
3. **Release of Bid Security:** 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.
4. **Late Bids:** Sindh High Court shall not consider any bid that arrives after the deadline for submission of bids, as reflected in NIT. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
5. **Responsive Bids:** A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. Non-responsive Bids shall not be considered. Bidders are advised in their own interest to prepare their bids as per format, requirements, terms & conditions, mentioned in bid documents. Bidders are also advised to submit soft and hard copies of all required documents along with their bids.
6. **Award of Contract:** Sindh High Court may award the Contract to the **technically qualified Bidder** whose offer has been determined to be the lowest bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
7. **Notification/ Purchase Order for Award of Contract:** Prior to the expiration of the period of bid validity, Sindh High Court will notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal Contract is prepared and executed, the purchase order/ notification of award shall constitute a binding Contract.
8. **Performance Security:** The bid security of successful bidder will be released after submission of Performance Security equal to **5% of total cost of contract**.
9. **Release of Performance Security:** Performance Security shall be released after successful delivery of goods and issuance of satisfactory certificate from Assistant Registrar, Resident-II.
10. **Validity Period:** The procurement contract will be awarded within bid **validity period i.e. 90 days** as per SPRRA Rules.
11. **Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement. Copy of Purchase Order along with relevant documents must be submitted along with bill.
12. **Delivery Mechanism:** Successful bidder shall deliver the goods within **fifteen (15) calendar days** of issuance of Purchase Order.

13. **Delayed Delivery:** 1% penalty of the total amount will be imposed per day for which the company/firm/agency failed to deliver within the delivery/execution period or the request for extension in delivery time declined by SHC.
14. **Inspection:** Physical inspection will be carried out by the Store Supervisor of this Court. Ordered material is subject to final inspection at the time of delivery.
15. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
16. **Payment Term:** Payment shall not be made in advance before making delivery. Payment shall be issued by the office of A.G Sindh and cheque will be handed over to bidder (s) or his authorized representative (s).
17. **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.
18. **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.
19. **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.
20. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
21. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
22. **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.
23. **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 rules. Bidder should keep them updated regarding taxation issues in consultation with the relevant tax regulatory authorities.
24. **Stamp Duty:** Stamp duty will be levied as per rules.
25. **Alternative Bids:** Alternative bids shall not be considered.
26. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and Sindh High Court shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
27. **Rights of Sindh High Court:** Sindh High Court reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
28. **Interest on Late Payments:** No interest shall be paid on late payment if cheque is received late from the Office of A.G Sindh. However, every effort shall be made for timely payments to successful bidders.

29. **Insurance**: The goods supplied under that contract should be fully insured. All cost of insurance shall be paid by the successful bidder. If the goods are not insured then risk if any shall be suffered by the successful bidder.
30. **Warrants**: Supplier must warrants that goods supplied would be new, unused and as per best industrial standards.
31. **Termination of Contract**: SHC may terminate the contract, if the successful bidder fails to supply all or parts of goods within definite time or fails to perform any other obligations of contract or bidder has failed to submit performance security or bidder has involved in fraud/ corruption.

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

Name:	
Designation:	
Signature & stamp	
Cell No	

12. Sample of Purchase Order:

<u>THE HIGH COURT OF SINDH, KARACHI</u>	
No. _____	Dated: DD/MM/YY
All Communications should be addressed to the REGISTRAR HIGH COURT OF SINDH KARACHI	To, M/s. _____, Office No. _____, _____ Road, <u>Karachi.</u>
 Subject: <u>Award of Tender for procurement of Electric Water Coolers for High Court of Sindh, Karachi.</u>	
<p>I am directed to inform you that the Hon'ble Competent Authority has been pleased to pass order to award the Tender Reference No. _____ dated _____ to M/s. _____ @ Rs. _____/- per unit as per terms and conditions mentioned in tender document. All government taxes shall be applicable as per rules and decision of A.G Sindh shall be final.</p>	
<p>You are directed to provide _____ as per specifications & drawing/ picture mentioned in tender document and approved Bid Evaluation Report & Technical & Financial Proposal of your company (copies enclosed) within fifteen calendar days. You are also required to submit Bills along with copies of following documents at the earliest.</p>	
<ol style="list-style-type: none">1. Complete Bill.2. Complete Delivery Challan.3. Copies of all relevant tax registration certificates.4. Copy of Bank Maintenance Certificate.5. Copies of relevant SROs (if any).6. Copies of tax exemption certificates if any.7. Copies of all other relevant documents as per requirement of A.G Sindh.	
Deputy Registrar (Accounts) <u>FOR: REGISTRAR</u>	

I have carefully read & understood the contents of “Sample Purchase Order” and I do not have any objection on its contents.

Name:	
Designation:	
Signature & stamp	

13. Sample of Satisfactory Certificate:

It is certified that M/s. _____ has delivered goods as per Purchase Order(s) dated _____ & _____ and Tender document dated _____. All the delivered goods were as per specifications & requirements of this Court. Payment may be made to supplier

Assistant Registrar (Resident-II)

14. Sample of Contract to be made with successful bidder

CONTRACT BETWEEN SHC AND SUPPLIER FOR SUPPLY OF ELECTRIC WATER COOLERS FOR HIGH COURT OF SINDH, KARACHI

This Deed of Agreement is made and entered into on _____ day of _____ 2019

BETWEEN

Sindh High Court Establishment through its Registrar having its Office at High Court of Sindh, Saddar, Karachi, (here in after called SHC which term shall include its successors and assigns) on the **One Part.**

AND

_____ having its office at _____ (here in after called SUPPLIER which term shall include successors and assigns) on the Other Part.

And whereas SHC desires to purchase _____, as per specifications/requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas SUPPLIER expresses his desire to provide the same as per specifications/requirements, terms & conditions mentioned in tender document and approved bid evaluation report.

And whereas Supplier has represented that it is a professional and has the technical expertise, experience and resources to provide the goods as per specifications/requirements, mentioned in tender documents.

Whereas on the basis of the Supplier's representations, SHC has agreed to purchase the same, in accordance with the terms and conditions tender document and this Agreement.

Now, therefore in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Now this deed of agreement witness the terms and conditions as follows :

1. That the Agreement shall come into force immediately and shall remain valid till complete delivery of goods.
2. That the quality and quantity of Electric Water Coolers shall be as per specification/requirements mentioned in tender document.
3. That the delivery of the materials shall be made by SUPPLIER at their own cost, management and responsibility as per tender document.
4. That SUPPLIER shall be fully responsible for delivery of Electric Water Coolers in good condition at the Stores of SHC through delivery dockets in triplicate.
5. That Representatives of SHC i.e. Assistant Registrar, Resident-II and Store Supervisor shall inspect the Electric Water Coolers and reserves the right to reject any item if the representative(s) considers those to be inferior quality to the approved samples.

6. That item rejected by the representative(s) of SHC shall be replaced by SUPPLIER and SUPPLIER shall bear all risks/costs of the materials rejected by SHC.
7. That the unit price of Electric Water Cooler will be (*enter amount and currency*).
8. That SHC reserves the right to change the quantity of items as per availability of budget and rules.
9. That SUPPLIER shall not without the consent in writing of SHC assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by SHC will not relieve SUPPLIER from full and entire responsibility for this Agreement.
10. That SUPPLIER shall indemnify SHC in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them i.e., SUPPLIER.
11. That cost of transportation, or any other incidental charges, if required in connection of the delivery of Electric Water Coolers shall be borne by SUPPLIER, as per rules.
12. That bills submitted by SUPPLIER shall be forwarded to A.G Sindh by SHC. SUPPLIER shall be responsible to submit copies of relevant documents along with bill in coordination with Office of Budget Branch of SHC.
13. That all taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
14. That all government taxes shall be applicable as per rules.
15. That Bid Security shall be released after submission of Performance Security of 5% of contract price.
16. That if SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by SHC at the rate of (1%) of total contract value for each day of delay.
17. That the terms of this Agreement shall be GOVERNED by the Laws of the Land.
18. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement.
19. That In the event of any question or difference or dispute whatsoever arising between the Parties under or in connection with this Agreement or any provision herein contained or its constructions hereof, or as to any matter in any way connected therewith or arising therefrom which cannot be resolved amicably shall be referred to arbitration and finally settled by three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators, in accordance with the Arbitration Act, 1940. The language of arbitration shall be English and the venue of the arbitration shall be Karachi. The decision of the arbitrators shall be final and binding on the Parties who shall give full effect thereto. Any judgment may be entered upon the award in any competent court having jurisdiction.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

REGISTRAR, HIGH COURT OF SINDH	M/S.
SIGNATURE & OFFICIAL STAMP STAMP	----- SIGNATURE & OFFICIAL
WITNESS:	
NAME:	-----
SIGNATURE & OFFICIAL STAMP STAMP	----- SIGNATURE & OFFICIAL
NAME:	-----

I have carefully read & understood the contents of “Sample Contract” and I do not have any objection on its contents.

Name:	
Designation:	
Signature & stamp	

15. Integrity Statement:

Sindh High Court strictly follows “**No Gift Policy**”. Strict action will be taken against the bidder who will offer gift of either material or immaterial value to staff members of this Court.

It is undertaken that our organization will not offer any gift either material value (cash/ gold/ etc.) or immaterial value (calendar/ diary/sweets/ cakes/ ceremonial gifts etc.) to Staff Members of High Court of Sindh. Sindh High Court reserves the right to take strict action against us in the case of violation of “No Gift Policy” of Sindh High Court. SHC shall reject a proposal for award if it determines that the bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.

It is undertaken to indemnify Sindh High Court for any loss or damage incurred due to corrupt business practices of our organization (if any) and if the same is proved then we will pay compensation to High Court of Sindh an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by our organization (if any) for the purpose of obtaining or inducing the procurement of any contract.

Name:	
Designation:	
Signature & stamp	

THE END