

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT FOR THE YEAR 2020-2021

Dated: 23-04-2020

Hiring of Fiber Optic Internet Services

Tender issued to M/s. _____

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number :	
GST Number:	
Whataap Number:	
E-mail ID:	
Active ID of A.G Sindh	
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 “**Hiring of Fiber Optic Internet Services**”, as a Bid, sealed in an envelope. Mr. _____ son of _____ holding CNIC No. _____, Cell 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:	
Signature:	
Stamp:	

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 (three internet connections from three different service providers)**, 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 (one year).

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) The **last date to submit the Tender Document, separate technical & financial proposals in sealed envelopes is on or before 13th May, 2020 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 the technically qualified bidders in advance** through website of Sindh High Court.
- (d) **Bid Security of 1% of total annual fee (without taxes)** will be submitted along with Tender Document in shape of "PAY ORDER" OR "BID SECURITY FORM" in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.

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 record.

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 etc. 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 etc. 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. Bidders are advised to visit the website of Sindh High Court on daily basis for general information & downloading of tender reports.

If you are disqualified and you think is that your disqualification is not justified then you do not need to worry. Our process is very clear & transparent. In case of disqualification on the basis of either eligibility criteria or technical specifications, you are required to submit your objections along with solid documentary proof within three (03) calendar days of uploading of report. The Committee will again scrutinize your tender documents/ mandatory documents/ technical proposal and take appropriate action as per rules. Decision taken by the Committee shall be uploaded on the official website of Sindh High Court.

Hence, Bidders are directed to submit Objection(s) if any within THREE (03) calendar days of uploading of reports. Thereafter, no objection shall be entertained and Final Reports shall be issued for further process.

It is undertaken that it is our responsibility to visit official website of Sindh High Court on daily basis and 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 TECHNICALLY QUALIFIED BID(S):

Financial Evaluation of technically qualified Bid (s) shall be done on the basis of monthly fee. Three (03) Internet Connections of 20 Mbps each will be availed from three (03) different Service Providers instead of single Service Provider.

8. ELIGIBILITY CRITERIA:

S.No.	Eligibility Criteria	Requirement	Flag
1	Complete filled, signed and stamped tender documents	Mandatory	A
2	Profile of company/ firm along with relevant documents	Mandatory	B
3	Registration with relevant tax authorities (copies required)	Mandatory	C
4	Registration with relevant regulatory authorities for providing internet and data services in Sindh.		D
5	At least ten (10) similar projects in Government/ Private Sector during the last three (03) years i.e. 2017, 2018 & 2019.	Mandatory	E
6	Total Financial turnover of at least Rs. 10 million during the last three years i.e. 2017, 2018 & 2019. (authenticated financial statements are required)	Mandatory	F
7	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory	G

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 Similar Projects in Government Sector during the last three years

S.No	Name of Organization	Details of Service	Date of Issuance of Work Order	Name & Contact Number for verification of Work Order
1				
2				
3				
4				
5				
6				

7				
8				
9				
10				

8.2. Details of Similar Projects in Private Sector during the last three years

S.No	Name of Organization	Details of Service	Date of Issuance of Work Order	Name & Contact Number for verification of Work Order
1				
2				
3				
4				
5				
6				

7				
8				
9				
10				

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

S.No	Financial Year	Turnover/ Sales (Rs.) in figure	Turnover/ Sales (Rs.) in words
1	2017		
2	2018		
3	2019		

8.4. Details of Official Bank Account of Bidder

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

8.5. Details of Major Current Clients of Firms

S. No.	Name of Client	Name of Focal Person	Contact Number
1			
2			
3			
4			
5			

9. TECHNICAL PROPOSAL:

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

The Operator shall provide Services over Fiber Optic only, as mentioned below:-

No. OF CONNECTIONS	DESCRIPTION	REQUIRED BANDWIDTH	STATIC / LIVE IPs	Primary	Backup
1 st	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	20 Mbps CIR	16 Static IPs	MF	MF
2 nd	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	20 Mbps CIR	16 Static IPs	MF	MF
3 rd	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	20 Mbps CIR	16 Static IPs	MF	MF

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. Service Provider 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, laying, configuration and testing of the Fiber Optic Cable within the premises of SHC will be the responsibility of the Service Provider/ Vendor/ firm/ ISP.
11. The Service Provider shall provide Network availability, Problem Resolution and Operator Support to Sindh High Court.
12. The Service Provider shall be bound to provide long-haul/ Data/ Internet Services and support, demonstrated by its outstanding Service record, twenty-four hours a day, seven days a week (24x7) coverage, Service & Support.

10. FINANCIAL PROPOSAL (SEALED ENVELOPE):

1. Financial proposal should be sealed in separate envelope.
2. Monthly fee shall be in Pakistani Rupees.
3. Monthly fee shall be fixed for one year and cannot be changed on the basis of fluctuation/ changes in dollars/political/ economical other issues.
4. Monthly Service Fee should be inclusive of all types of rental fee of equipment, software etc.
5. 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.
6. All Government taxes shall be applicable as per rules.
7. Taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
8. Bidder should be active vendor I.D at the time of submission of bill.
9. Bidder shall be bound to submit all required documents along with bill.

DESCRIPTION	REQUIRED BANDWIDTH	STATIC / LIVE IPs	Monthly service fee without taxes in Pak Rupees
Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	20 Mbps CIR	16 Static IPs	

Name	
Designation	
Cell Number	
Signature & stamp	

11.ESCALATION MATRIX TECHNICAL

Immediate			
Name	Designation	Contact Number	Email Address
After 2 Hours			
Name	Designation	Contact Number	Email Address
After 4 Hours			
Name	Designation	Contact Number	Email Address
Name	Designation	Contact Number	Email Address
After 6 Hours			
Name	Designation	Contact Number	Email Address
After 8 Hours			
Name	Designation	Contact Number	Email Address

12. PENALTY TERMS

Link Down Age on per month basis	Penalty Percentage
Less than or equal to 03 hours Monthly	No Penalty
Greater 3.1 Hours and Less than or equal to 06 Hours Monthly	2% of Monthly Invoice
Greater 6.1 Hours and Less than or equal to 10 Hours Monthly	5% of Monthly Invoice
Greater 10.1 Hours and Less than or equal to 15 Hours Monthly	10% of Monthly Invoice
Greater 15.1 Hours and Less than or equal to 20 Hours Monthly	20% of Monthly Invoice
Greater 20.1 Hours and Less than or equal to 30 Hours Monthly	30% of Monthly Invoice
Greater 30.1 Hours and Less than or equal to 40 Hours Monthly	40% of Monthly Invoice
Greater 40.1 Hours and Less than or equal to 50 Hours Monthly	50% of Monthly Invoice
Greater 50.1 Hours and Less than or equal to 60 Hours Monthly	60% of Monthly Invoice
Greater than 60 Hours Monthly	100% of Monthly Invoice

13. TERMS & CONDITIONS:

1. **Single Stage-Two Envelope method** will be adopted for bidding process as per rules.
2. Company Profile along with relevant documents be attached with this document.
3. The rates quoted shall remain valid for one year. Unless terminated earlier, upon expiry, agreement for availing internet services shall be extendable upon mutual consent of the parties in writing. However, if none of the parties have served to the other, a termination notice prior to the expiry of the contract term, then the agreement shall automatically be renewed for a period of twelve months from the date of expiry of previous contract.
4. Bid(s) shall be in Pak rupees only and inclusive of all rental, software 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 equipment / software mentioned in this bidding document.
7. The provided equipment shall remain property of the successful service provider, whereas SHC shall pay rent of the equipment, included in the monthly charges.
8. Software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.
9. Successful service provider shall ensure secure connectivity.
10. Service provider will be responsible for the safe supply of equipment / software at SHC, Karachi.
11. Regular monthly charges will be paid on provision of invoice after each preceding month.
12. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
13. No transportation charges will be paid for any of the services.

14. The contract shall be terminated in case of violation of terms and conditions by the contractors.
15. All bids must be accompanied by an earnest money/ security of **1% of total annual fee (without taxes)**. 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 contract price.
16. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
17. All rules, regulations and policies will be governed in accordance to the SPPRA.
18. General Sales Tax/ Service etc shall be paid as per rules. All taxes shall be deducted by the office of A.G Sindh and its decision shall be final.
19. 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.
20. 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.
21. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates // Work Order.
22. The contractor shall pay all the cost for preparation of legal documents of contract.
23. 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.

Name:	
Designation:	
Signature & stamp	
Cell No	

14. FORMAT OF UNDERTAKING (TO BE SUBMITTED ON STAMP PAPER):

<p>We, _____ located at _____ do hereby declare on Oath at under:-</p> <ol style="list-style-type: none">1. That we are not black listed from any government/ semi government/ autonomous/ private or any other national or international organization since the date of operation.2. That there is no outstanding dispute between our company and any other organization.3. That we are not defaulter with any bank or financial institution.4. That we have not provided any false/ misleading information to High Court of Sindh.5. It is undertaken that our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.6. That we will not offer any type of gift (either material or immaterial) to staff members of High Court of Sindh.7. 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 times 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 of Deponent:	
Designation:	
Signature & stamp	
Date	

THE END