

SINDH HIGH COURT, KARACHI

**TENDER DOCUMENT
FOR THE YEAR 2017-2018**

Tender Reference No.5

Dated: 02-10-2017

**For Supply & Installation of Fax Machines, Photocopiers, Heavy
Duty Photocopier and Split A.C**

Tender issued to M/s. _____

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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 purchase fax machines, photocopiers and split a.c, as mentioned in tender document, from your esteemed firm / agency on **item rate basis for one year period** from the date of signing of contract. The rates shall be valid for full term of the contract. SHC reserves the right to increase/ decrease the quantities as per quarterly 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.

Kindly deposit a Pay Order / Demand Draft of **2% of the offered amount, the Bid Security**, issued in favor of the Registrar, Sindh High Court, Karachi.

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) 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 23rd October, 2017 by 11:00 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 11:30 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 2% of total charges** will be deposited along with Tender Document in shape of PAY ORDER / DEMAND DRAFT only in the name of Registrar, Sindh High Court, Karachi, Karachi.
- (f) Should you need further any assistance / guidance please feel free to contact with

Mr. Kamran Ahmed Hamidi, D.G (F & A) Contact No. 021-99203151 Ext 293
Cell No.0316-4731134.

(g) Kindly mentioned “**Tender Number**” at top left corner of the envelope.

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	Copies of at least three (03) purchase orders of similar nature during the last three years along with Completion Certificate for the work completed.	Mandatory
5	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory
6	Total Financial turnover of at least Rs. 4 million during the last three years. (financial statement or bank statement or both are required)	Mandatory

4. Sample of Technical Proposal:

1. Technical Proposal must include pictures of items as well as full specifications.
2. Technical Proposal should be sealed in separate envelope.

S.No.	Name of Article	Brand	Technical Specification	Picture

5. Sample of Financial Proposal:

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

BILL OF QUANTITY FORM				
S.No	Item	Annual Units (approx.)	Rate (including all taxes) Rs. (in Pak Rupees)	Amount (including all taxes) Rs. (in Pak Rupees)
	<i>Grand Total Rupees (in words)</i>			Rs.

6. Terms & Conditions:

1. **Tender Document:** 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. **Bidding Method:** Single Stage-Two Envelopes method will be adopted for bidding

process as per SPPRA Rules.

3. **Company Profile:** Company Profile along with relevant documents be attached with this document.
4. **Evaluation and Comparison:** The evaluation and comparison of bid will be done on item rate basis. The procurement contract (s) will be awarded within bid validity period i.e. 90 days to those bidders (s) whose evaluated bid price is lowest with respect to competitive bidders and market rates.
5. **Issuance of Purchase Order:** Purchase Order shall be issued from the office of the Assistant Registrar (Resident-II) of Sindh High Court.
6. **Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement.
7. **Time of Delivery of Good:** The delivery should be made by the supplier at the Store of SHC, Karachi on **quarterly basis**. Delivery for the first quarter shall be made within thirty (30) days of the issuance of purchase order while delivery of the remaining quarters shall be made within ten (10) days of issuance of purchase orders.
8. **Delayed Delivery:** 2% penalty of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period.
9. **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.
10. **Quantity Delivered:** Competent Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity as per quarterly requirement and availability of funds, as per rules.
11. **Payment Term:** The payment shall be made on quarterly basis subject to availability of funds. Payment shall not be made in advance and against partial deliveries.
12. **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.
13. **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.
14. **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.
15. **Termination:** The contract shall be terminated in case of violation of terms and conditions by the contractors.
16. **Submission of Bills/Invoices:** Invoice/bill, Purchase Order & Delivery Challan should be submitted in the office of Assistant Registrar (Resident-II) of Sindh High Court.
17. **Bid Security:** All bids must be accompanied by an earnest money/ security of 2% 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 unsuccessful bidder will be released after the submission of performance security equivalent to 10% of contract price.

18. **Validity Period of Contract:** The contract will remain valid for the period of one year from the date of commencement of agreement.
19. **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.
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. **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
23. **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. 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.
24. **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.
25. **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.
26. **Contract Cost:** The contractor shall pay all the cost for preparation of legal documents of contract.
27. **Stamp Duty:** Stamp duty will be levied as per rules.
28. **Other:** 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	
Banker's Name and Contact Details	

Stamp & Signature

7. Specification of Photocopier Machine Heavy Duty:

Specifications		Annual Quantity (approx.)
Copy per minute	50 or above	01
Paper Size	A3	
Paper Capacity	1000 sheets or more	
Paper Weight	60 to 300 gm.	
Memory	40 GB or higher	
Warm up time	Less than 10 seconds	
Zoom	25% to 400% in 1% step	
UBS direct print	Built in (PDF, JPEG, DOC etc)	
ID card copy	Upto 8 images on A4	
Multiple Copying	Upto 999 copies	
Resolution	1200x1200 dpi (print) 600x600 dpi (copy) 600x600 dpi (scan)	
RADF	Built in	
By pass	150 sheets upto 300 gm.	
Accessories	With installation, all accessories, trolley and consumable parts	
Warranty	1 year, copy of brand will not be acceptable	

8. Specification and Annual Requirement of Photocopier:

Specifications		Annual Quantity (approx.)
Copy per minute	10 or above	04
Memory	4 GB or higher	
Warm up time	Less than 1 minute	
Zoom	25% to 400% in 1% step	
Resolution	600 dpi	
RADF	Built in	
Accessories	With installation, all accessories, trolley and consumable parts	
Warranty	1 year, copy of brand will not be acceptable	

9. Specification and Annual Requirement of Fax Machine:

Brand/ Specifications		Annual Quantity (approx.)
Brand	Panasonic or equivalent	4
Speed	10 pages per minute	
Modem	33.6 kpbs	
Document Memory	150 pages	
Fax Junk Prohibitor	Upto 20 stations	
Phone Book	Minimum 100 stations	
Auto Document Feeder	15 pages	
Error Correction Mode	Yes	
Dual Access Mode	Yes	
Laser Printing	Yes	
Caller ID	Yes	
Multi documents to multi location mode	Yes	
Services	Transportation, installation, fitting, accessories.	
Warranty	1 year	

10. Specification and Annual Requirement of Split A.C 2.0 ton:

Brand/ Specifications		Annual Quantity (approx.)
Brand	Mitsubishi Heavy duty or equivalent/ superior quality.	05
Features	24 hours timer, anti-rust, auto horizontal & vertical vane, DC Fan Motor, Econo Cool Smart Save, Electrostatic Anti-Allergy Enzyme Filter, Nano Platinum Filter, Powerful Cool System, Self Diagnostic System, Wide & long air flow, Anti Rust Cabinet, LEV Control, 3D Auto air distribution, auto restart, energy efficient, low voltage start, LED display.	
Services	Transportation, installation, fitting, accessories.	
Warranty Parts	1 year	
Warranty Compressor	3 years	

11. Specification and Annual Requirement of Split A.C 1.5 ton:

Brand/ Specifications		Annual Quantity (approx.)
Brand	Daiken or equivalent/ superior quality.	05
Features	24 hours timer, anti-rust, auto horizontal & vertical vane, DC Fan Motor, Econo Cool Smart Save, Electrostatic Anti-Allergy Enzyme Filter, Nano Platinum Filter, Powerful Cool System, Self Diagnostic System, Wide & long air flow, Anti Rust Cabinet, LEV Control, 3D Auto air distribution, auto restart, energy efficient, low voltage start, LED display.	
Services	Transportation, installation, fitting, accessories.	
Warranty Parts	1 year	
Warranty Compressor	3 years	

12. Sample of Proposal Submission Form:

To be printed on the letter head of firm.

Tender Reference No.05

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
Designation,
Name of Company
Dated:

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]