

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT (Free of Cost)

FOR THE FINANCIAL YEAR 2021-2022

**Tender Reference NO.SHC/Construction of Courts
(32 Nos.) at District Court Building Korangi, Karachi.
Tender-2021-2022**

Dated: May 2022

***Supply & Fixing of Appliances for* Construction of
Courts (32 Nos.) at District Court Building Korangi,
Karachi**

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number (mandatory)	
GST Number (mandatory)	
Official Whatapp No	
Official E-mail Id	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	
Chairman, Procurement Committee	
Member, Procurement Committee	Member, Procurement Committee

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Tender Reference No. _____

Dated May 2022

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply & fixing of Appliances for Construction of Courts (32 Nos.) at District Court Building Korangi, 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:

**No need to print this on company letter head.*

1. Introduction & Instruction:

The SINDH HIGH COURT (SHC) is the highest judicial institution of the province of Sindh. We are interested to **Supply & fixing of Appliances for Construction of Courts (32 Nos.) at District Court Building Korangi, Karachi**”, 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.

Purpose & Scope	Procurement Appliances items for Construction of Courts (32 Nos.) at District Court Building Korangi, Karachi” through fair, honest and transparent tender process.
Method of Procurement	Tender (Single Stage Two Envelope Method)
Date of availability of tender document on website	April 2022 http://www.sindhhighcourt.gov.pk/tender.php
Date & time of Submission of Bids	On or before 10:30 a.m. 16 th May 2022
Date & time of Opening of Bids	On 16 th May 2022 at 11:00 a.m.
Venue of Bid Submission & Opening	Office of D.G (F&A), inside I.T Compound, Sindh High Court, Saddar, Karachi.
Tender Fee	Nil
Bid Security	2% of the bid price of all quoted lots with all taxes in the form of Deposit at Call or pay order or demand draft or a bank Guarantee as per rules.
Evaluation Criteria	As per clause 8
Estimated Cost	Rs 31.71 million approximately.
Place of delivery	Residential & Studio Apartment at Bath Island.
Bid Validity Period	90 days from the date of opening of bids.
Issuance of Purchase Order	Office of the Project Director, High Court of Sindh Karachi.
Payment Mechanism	

Please be informed that in case of public holiday/ unforeseen events, tender will be opened on the next working day.

2. Principles of Procurement:

Sindh High Court believes in fair, open, transparent and corruption free tender process. It is ensured that procurements are conducted in a **fair and transparent manner** and the object of procurement brings value for money to our organization. Hence, bidders are directed to provide soft & hard copies of all required documents as mentioned in “Eligibility Criteria”. We strictly follow “No Gift Policy” and do not favor any bidder. Any influence for winning the tender will disqualify the bidder from the tender process and bidder may be black listed for the life time subject to rules.

3. Clarification and Modification of Bidding Documents:

Bidding Document has been prepared as per rules. Clarifications (if any) for contents of bidding documents may be sent to The Architects office 12,A Hasan Homes Block-5 Clifton Karachi Ph: 021-35820028-29 Email: archies@thearchitects.com.pk ; thearchies23@gmail.com ; thearchitects@yahoo.com comprising Mr. Tariq Hasan - CEO and Mr. Ahmed Nadeem Estimation Engineer Cell # 0333 2344062 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	

4. 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) working 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 (3) working days of uploading of

reports and we will not submit any objection after the lapse of time.

Name:	
Designation:	
Signature & Stamp	

5. Preliminary Examination of Bids:

Procurement Committee shall examine the bids to confirm that all required documents 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.

6. Non-Responsive Bids:

Following bids shall be rejected without consideration being non-responsive:-

- Bid submitted with less than required bid security.
- Bid submitted with irrelevant documents which are not required.
- Bid submitted without copies of relevant documents which are mandatory.
- Incomplete tender document.
- Bid which are not as format of Sindh High Court.
- Bid which are manipulated and supported by fake documents.

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

1. Financial Evaluation of eligibility qualified Bid (s) shall be done on unit price.
2. Lowest bidder (s) shall be bound to provide sample (s) of the required item (s) within seven (7) working days of issuance of Purchase Order in the office of Project Director. Purchase Order shall be issued from the office of Project Director.
3. In case of rejection of sample (s), bidder shall be bound to rectify the short comings within seven (07) days of rejection of sample (s).
4. Letter of acceptance of sample shall be issued from the office of Project Director.
5. All transportation & insurance cost (if any) of sample (s) shall be paid by the bidder(s).
6. Tender may be awarded to the lowest bidder subject to approval of sample (s) and fulfillment of all the terms & conditions of bidding documents and specifications/ requirements of Sindh High Court as mentioned in bidding documents.
7. In case of award of tender, sample (s) will be included in item (s) ordered. Otherwise, sample (s) will be returned without incurring any liability.

It is undertaken that we shall be bound to provide sample (s) of item (s) for which our rate (s) are lowest as per above mentioned terms & conditions.

Name:	
Designation:	
Signature & Stamp	

8. Mandatory Qualification / Eligibility Criteria:

Hard Copies (print out) of following documents are mandatory.

S. No.	Eligibility Criteria	Flag
1	Complete filled, signed & stamped Tender Documents	A
2	Relevant Tax Registration Certificates (GST & NTN) Registration with active tax payer status on FBR website	B
3	Valid income tax (FBR) registration with active tax payer status on FBR website	C
4	Bidder should be manufacture of Appliances or authorized by the manufacture. (Document proofs of workshops / factory are required)	D
5	Copies of at least five (03) Purchase Orders of similar nature (Appliances / appliances items) during the last five years is mandatory i/c. Completion Certificate. Purchase orders without proof of delivery shall not be considered. Further, worth of Purchase Order should be at least Rs. 1,000,000/-	E
6	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: <ul style="list-style-type: none"> i. The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government ii. Any director or owner of the bidding company is not awarded any punishment from any Court of Law. iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.. (As per format given at the last page of tender document)	F
7	Financial turnover (Sales Revenue) of at least Rs. 2 Million per year during the last three years or accumulated turnover of Rs. 8 Million during the last 3 years. (Financial statement are required and mandatory. In case of non-availability of financial statements, tender shall be rejected without any consideration)	G
8	Undertaking on Judicial stamp paper that no liability against court case /	H

	firms / company	
9	Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped along with the required brochure/ picture/ technical data etc.	I

It is undertaken that I have provided 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	

9. Financial Evaluation:-

Financial Evaluation of eligibility/technical qualified Bid (s) shall be done **on item wise basis**, as mentioned in financial proposal. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest 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 and as per rules.

10. Terms & Conditions:

1. **Bidding Method:** *Single Stage-Two Envelope method* will be adopted for bidding process as per SPPRA Rules.
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. **Bid Security:** Bid Security of 2% 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. Bid Security should favor Registrar, High Court of Sindh, Karachi. 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 **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 the concerned officer.
10. **Validity Period:** The procurement contract will be awarded within bid validity period i.e. **90 days** as per SPPRA 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 **thirty (30) calendar days** of issuance of Purchase Order. No request for extension in delivery date shall be considered.
13. **Mobilization Advance:** 10% of the contract value will be given as an Mobilization Advance against the Bank Guarantee.

14. **Delaved 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.
15. **Inspection:** Physical inspection will be carried out by the Building Supervisor of this Court. Ordered material is subject to final inspection at the time of delivery.
16. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
17. **Payment Term:** Payment shall be released as per interim invoices submitted by Contractor Payment will be released after the verification of bills form Consultants.
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).
18. **Condition of Goods:** All items must meet in all respects with the Sample/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.
19. **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.
20. **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.
21. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
22. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
23. **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.
24. **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.
25. **Stamp Duty:** Stamp duty will be levied as per rules. All matters of stamp duty shall be dealt with by the budget branch and A.G Sindh.
26. **Alternative Bids:** Alternative bids shall not be considered and complete tender shall be rejected being non-responsive.
27. **Cost of Bidding:** Tender documents can be downloaded free of cost. However, 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.
28. **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.
29. **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.

30. **Warrants:** Supplier must warrants that goods supplied would be new, unused and as per best industrial standards. All terms and conditions of standard warranty shall be applicable.
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.
32. **Manipulation of Tender Documents:** Any type of manipulation/ alteration/ changes in tender document by the bidder for favoring the bidder shall not be tolerated under any circumstances and bid shall be rejected being non-responsive.
33. It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Name:	
Designation:	
Signature & stamp	
Cell No	

THE END

BILL OF QUANTITIES

S.No	Particulars	Qty	Rate	Unit	Amount
A	<u>GROUND FLOOR</u>				
1	Providing and fixing 2.0 Ton Wall Mounted AC with DC Inverter, capacity 24000BTU & R32 Refrigerant. Indoor Dimension W/D/H 1015/325/225 (14.5kg weight) Outdoor Dimension 820/300/610 (40 Kg Weight) Warranty: 10years Compressor, 4 years PCB & 1 year parts	36		Each	
2	Providing and fixing 1.5 ton Wall Mounted AC with DC Inverter, capacity 12000BTU & R32 Refrigerant. Indoor Dimension W/D/H 850/295/210 (11.5kg weight) Outdoor Dimension 700/245/535 (24Kg Weight) Warranty: 5 years Compressor & 1 year parts	20		Each	
TOTAL AMOUNT OF GROUND FLOOR					
B	<u>FIRST FLOOR</u>				
1	Providing and fixing 2.0 Ton Wall Mounted AC with DC Inverter, capacity 24000BTU & R32 Refrigerant. Indoor Dimension W/D/H 1015/325/225 (14.5kg weight) Outdoor Dimension 820/300/610 (40 Kg Weight) Warranty: 10years Compressor, 4 years PCB & 1 year parts	36		Each	
2	Providing and fixing 1.5 ton Wall Mounted AC with DC Inverter, capacity 12000BTU & R32 Refrigerant. Indoor Dimension W/D/H 850/295/210 (11.5kg weight) Outdoor Dimension 700/245/535 (24Kg Weight) Warranty: 5 years Compressor & 1 year parts	20		Each	
TOTAL AMOUNT OF FIRST FLOOR					
C	<u>SECOND FLOOR</u>				
1	Providing and fixing 2.0 Ton Wall Mounted AC with DC Inverter, capacity 24000BTU & R32 Refrigerant. Indoor Dimension W/D/H 1015/325/225 (14.5kg weight) Outdoor Dimension 820/300/610 (40 Kg Weight) Warranty: 10years Compressor, 4 years PCB & 1 year parts	36		Each	

2	Providing and fixing 1.5 ton Wall Mounted AC with DC Inverter, capacity 12000BTU & R32 Refrigerant. Indoor Dimension W/D/H 850/295/210 (11.5kg weight)Outdoor Dimension 700/245/535 (24Kg Weight)Warranty: 5 years Compressor & 1 year parts	12		Each	
3	Providing and fixing 1 ton Wall Mounted AC with DC Inverter, capacity 12000BTU & R32 Refrigerant. Indoor Dimension W/D/H 850/295/210 (11.5kg weight) Outdoor Dimension 700/245/535 (24Kg Weight) Warranty: 10years Compressor, 4 years PCB & 1 year parts	16		Each	
TOTAL AMOUNT OF SECOND FLOOR					
D	THIRD FLOOR				
1	Providing and fixing 2.0 Ton Wall Mounted AC with DC Inverter, capacity 24000BTU & R32 Refrigerant. Indoor Dimension W/D/H 1015/325/225 (14.5kg weight) Outdoor Dimension 820/300/610 (40 Kg Weight) Warranty: 10years Compressor, 4 years PCB & 1 year parts	36		Each	
2	Providing and fixing 1.5 ton Wall Mounted AC with DC Inverter, capacity 12000BTU & R32 Refrigerant. Indoor Dimension W/D/H 850/295/210 (11.5kg weight) Outdoor Dimension 700/245/535 (24Kg Weight) Warranty: 5 years Compressor & 1 year parts	12		Each	
3	Providing and fixing 1 ton Wall Mounted AC with DC Inverter, capacity 12000BTU & R32 Refrigerant. Indoor Dimension W/D/H 850/295/210 (11.5kg weight) Outdoor Dimension 700/245/535 (24Kg Weight) Warranty: 10years Compressor, 4 years PCB & 1 year parts	16		Each	
TOTAL AMOUNT OF THIRD FLOOR					