

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT (Free of Cost)

FOR THE FINANCIAL YEAR 2022-2023

Tender Reference NO.SHC/Budget/Tender-2023-2024/I

Dated: 16-08-2023

SERVICE LEVEL AGREEMENT FOR ELECTRONIC CASE FLOW MANAGEMENT SYSTEM

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number (mandatory)	
GST Number (mandatory)	
Official WhatsApp 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: -08-2023

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for “**SMS Services for Electronic Case Flow Management System**”, 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 purchase items, 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
Service Level Agreement for availing SMS Services for Case Flow Management System	Monday, September 4, 2023, at 10:45 a.m.	Monday, September 4, 2023, at 11:30 a.m.

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 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 Procurement Committee Comprising D.G (F&A), Deputy Director I.T (Software) and Accounts Officer, A.G Sindh 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.

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.

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. Financial Evaluation:-

Financial Evaluation of eligibility/technical qualified Bid (s) shall be done on the basis of unit rate of SMS with all taxes as mentioned in financial proposal. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest bidder 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.

7. Mandatory Qualification/ Eligibility Criteria:

Hard Copies of following documents are mandatory. The bids disqualified / not responsive to the Mandatory Qualification Criteria as mentioned below shall not be eligible for further Evaluation.

S.N	Basic Requirement	Specific Requirement	Documentary proof	Availability of Proof
1	Company Profile	Company Profile	Profile of company/ firm along with copies of relevant documents	
2	Legal Entity	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	Status	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	Blacklisting	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	PTA Authorization	Bidders should provide Authorization Letter from PTA specific to such services.	Authorization Letter from PTA	
6	Tax Registration	Bidders should be registered with relevant tax authorities.	Copies of relevant Tax Registration Certificates.	
7	Financial Turnover	Total Financial turnover of at least 10 million during the last three years.	Financial statement or bank statement or both are required	
8	Work Orders	At least three years' experience.	Copies of at least one (01) Work Order of similar nature during the last three years along with Completion Certificates for the work	

completed.

8. Technical Proposal/ Specifications: -

Sr. No.	Requirement of High Court	Specifications offered by bidder
	Description	
1	Service Delivery: On all networks including ported numbers.	
2	API: Required for sending SMS from PHP, .net or Java with a working example.	

3	Short Code: 4 digit short code preferably 0742	
4	Throughput: Minimum 5000 SMS/Minute or above.	
5	Delivery Report (Preferably to Mobile handset and to Network).	
6	MNP: SMS must be delivered to a ported number to any other network.	
7	Delivery Time: Every SMS must be delivered within 10 seconds or not more than 1 minute.	
8	Service Availability: 24/7, 365 days of service availability is required.	
9	Blacklisting of Short Code: short code should not be blacklisted at any network working in the country.	
10	Sending Route: All the messages should be sent via transactional route and not via promotional route.	

11	Unicode Support: Service should support more than 160 characters and support Urdu/Sindhi and Special Characters like ! # \$ % & * () _ +	
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The Sindh High Court sends SMS to the Advocates and Litigants, properly registered with the Court by providing their CNIC and following proper procedure. Therefore, we do not require promotional channels; we need whitelist channels that are not marked as promotional.

Chairman, Procurement Committee	
Member, Procurement Committee	Member, Procurement Committee

9. Financial Proposal:-

- a) Rates must be quoted in Pakistani Currency.
- b) Rates must be inclusive of transportation/ installation and all other charges if any.
- c) All Government taxes shall be applicable as per rules and the same shall be deducted by the Office of A.G Sindh and its decision shall be final.
- d) No request for change in price shall be considered under any circumstances due to fluctuation in dollar prices or any other factor affecting the prices.

<u>FINANCIAL PROPOSAL</u>			
S.No	Details	Unit Rate of One SMS with all taxes	Unit Rate of One SMS with all taxes
		Rs. (in figures)	Rs. (in words)

Daily SMS Usage is between 20000 to 25000 per day for five days a week, which may be increased or decreased as per the requirement of cases. The number of SMS may be reduced during court vacations and gazette holidays.

10. Terms & Conditions:

1. **Bidding Method:** **Single Stage-One Envelope method** will be adopted for bidding process as per SPPRA Rules.
2. **Qualification/ Eligibility:** Bidders are bound to submit 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 based on estimated annual cost of SMS 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 favour Registrar, High Court of Sindh, Karachi. The bid security of unsuccessful bidder will be released by SHC 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 estimated annual 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 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 **thirty (30) calendar days** of issuance of Purchase Order. No request for extension in delivery date shall be considered.
13. **Delayed Delivery**: 2% penalty of the total amount will be imposed per day for which the company/firm/agency failed to deliver within the delivery/execution period.
14. **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.
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 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.
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. All matters of stamp duty shall be dealt with by the budget branch and A.G Sindh.
25. **Alternative Bids**: Alternative bids shall not be considered and complete tender shall be rejected being non-responsive.
26. **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.
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. **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

29. **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.
30. **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.
31. **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.
32. It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Name:	
Designation:	
Signature & stamp	
Cell No	

THE END