

# **SINDH HIGH COURT, KARACHI**

## **TENDER DOCUMENT (Free of Cost)**

**FOR THE FINANCIAL YEAR 2020-2021**

**Tender Reference NO.SHC/Budget/Tender-2020-2021/IV**

**Dated: 30-01-2021**

### **Procurement of Split A.Cs for High Court of Sindh, Karachi**

<b>Name of Bidding Organization</b>	
<b>Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)</b>	
<b>NTN Number (mandatory)</b>	
<b>GST Number (mandatory)</b>	
<b>Official Whatapp No</b>	
<b>Official E-mail Id</b>	
<b>Name &amp; Signature of Head of Bidding Organization</b>	
<b>Name &amp; Signature of Authorized/ Focal Person</b>	
<b>Stamp of Company</b>	

<b>Chairman, Procurement Committee</b>	
<b>Member, Procurement Committee</b>	<b>Member, Procurement Committee</b>

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Tender Reference No. \_\_\_\_\_

Dated \_\_\_ - \_\_\_ -2021

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for “**Supply of Split A.Cs 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:**

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

## 1. Introduction & Instruction:

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **Split A.Cs and Floor Standing A.Cs, for High Court of Sindh, Circuit Court, Hyderabad**, 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
<b><u>Procurement of Split A.Cs:-</u></b> <b>Two (02) Split A.Cs (1.5 ton)</b> <b>Twenty five (25) Split A.Cs (2.0 ton)</b>	<b>On or before 18<sup>th</sup> February, 2021 at 12:00 noon.</b>	<b>On 18<sup>th</sup> February, 2021 at 12:30 p.m.</b>

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 Procurement Committee comprising D.G (F&A), D.R (Accounts) 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.

It is stated that contents of bidding documents have been carefully read & understood. All queries (if any) 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.

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	

#### **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 (03) working days of uploading of reports and we will not submit any objection after the lapse of time.

<b>Name</b>	
<b>Designation</b>	
<b>Cell Number</b>	
<b>Signature &amp; stamp</b>	

## **5. Preliminary Examination of Bids:**

Procurement Committee 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.

## **6. Financial Evaluation of Eligibility Qualified Bid(s):**

**Financial Evaluation of eligibility qualified Bid (s) shall be done on the basis of total amount without GST of all items (both floor standing A.Cs and Split A.C) 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.

## **7. Mandatory Qualification/ Eligibility Criteria:**

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

<b>S.No</b>	<b>Eligibility Criteria</b>	<b>Flags</b>
1	Complete filled, signed & stamped <b>Tender Document</b> . <b>Kindly do not leave any box/column blank</b>	<b>A</b>
2	<b>Relevant Tax Registration Certificates</b> <b>(GST &amp; NTN)</b>	<b>B</b>
3	Copies of <b>at least THREE (03) Purchase Orders</b> of similar nature during the last three years. Minimum One (01) for each year (2018, 2019 & 2020) or (2017, 2018 & 2019) is mandatory.	<b>C</b>
4	<b>Undertaking</b> on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. (As per format given at the last page of tender document)	<b>D</b>
5	Average Financial turnover (Sales Revenue) of at least <b>Rs. 2 million</b> per annum during the last three years. (authenticated financial statements are required)	<b>E</b>
6	<b>Profile</b> of company/ firm/partnership	<b>F</b>

**Soft Copies (CD/DVD/USB) of following documents are mandatory.**

<b>S.No</b>	<b>Eligibility Criteria</b>	<b>Available (Yes or No)</b>
1	Complete filled, signed & stamped <b>Tender Document</b>	
2	<b>Relevant Tax Registration Certificates (GST &amp; NTN)</b>	

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.

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	

## 7.1. COPY OF GST

**Please attach/ staple/ paste GST  
Registration Certificate in this box**



**7.2. COPY OF NTN**

**Please attach/ staple/ paste NTN  
Registration Certificate in this box**

### 7.3. Details of Purchase Orders of Similar Nature

S.No	Purchase Order issued by (Name of Organization)	Purchase Order No	Date of Purchase Order	Details (Make, Model etc)
1			..... -2018	
2			..... -2019	
3			..... -2020	

**7.3.1. COPY OF PURCHASE ORDER (2018)**

**Please attach/ staple/ paste Purchase Order (2018) in this box**

**7.3.2. COPY OF PURCHASE ORDER (2019)**

**Please attach/ staple/ paste Purchase Order (2019) in this box**

**7.3.3. COPY OF PURCHASE ORDER (2020)**

**Please attach/ staple/ paste Purchase Order (2020) in this box**

#### 7.4. Details of Financial Turnover/ Sales Revenue of during the last three (03) years

S.No	Financial Year	Turnover (Rs.)
1	2018	
2	2019	
3	2020	

\*Please furnish authenticated financial statements for verification of your financial turnover as mentioned above.

\*Please be informed that financial turn over means net sales revenue. Available credit balance in bank account cannot be considered as financial turn over/ sales revenue. Hence, you are required to provide supporting document (s) for verification of your financial turnover/ sales reven

#### 8. Bill of Quantity

Title	Required Quantity
Split A.C 1.5 ton	02
Split A.C 2 ton	25

Quantity may be increased or decreased as per requirement and availability of budget, subject to rules.

## 9. Specifications

### 9.1. Specifications of 1.5 Ton Split A.C

<b>Brand</b>	<i>Mitsubishi, Gree, or equivalent standard</i>	<i>Specifications offered by Bidder</i>
<b>Country of Origin</b>	UK/JAPAN/Malaysia/ Thailand or equivalent standard	
<b>Cooling Power in Ton</b>	1.5 Ton	
<b>Technology</b>	Invertor/Conventional	
<b>Accessories</b>	With all required accessories/ wires/ installation etc.	
<b>Date of Launch</b>	Discontinued products or products whose production has been announced to be discontinued by manufacturer will not be considered	
<b>Installation</b>	Bidder will provide complete installation kit. Cost of standard installation kit must be included in price of split unit. No extra charges shall be paid for installation kit. Product will be installed by the Technicians of Sindh High Court.	
<b>Transportation</b>	Bidder will transport the units to Store of Sindh High Court. Transportation charges must be included in price of split unit. No extra charges shall be paid for transportation.	
<b>Warranty</b>	3 Years Compressor, 1 Year Parts & Service.	

<b>Brand</b>	
<b>Make &amp; Model</b>	
<b>Year of Launch</b>	
<b>Country of Origin</b>	

<b>Chairman, Procurement Committee</b>	
<b>Member, Procurement Committee</b>	<b>Member, Procurement Committee</b>

**9.2. Financial Proposal of 1.5 ton Split A.C:-**

<b>FINANCIAL PROPOSAL</b>			
<b>S.No</b>	<b>Make &amp; Model of Split A.C</b>	<b>Unit Price without GST including transportation/ other charges if any</b>	<b>Unit Price without GST including transportation/ other charges if any</b>
		<b>Rs. (in figures)</b>	<b>Rs. (in words)</b>

<b>Chairman, Procurement Committee</b>	
<b>Member, Procurement Committee</b>	<b>Member, Procurement Committee</b>

**9.3. Specifications of 2.0 Ton Split A.C**

<b>Brand</b>	<i>Mitsubishi, Gree, or equivalent standard</i>	<i>Specifications offered by Bidder</i>
<b>Country of Origin</b>	UK/JAPAN/Malaysia/ Thailand or equivalent standard	
<b>Cooling Power in Ton</b>	<b>2.0 Ton</b>	
<b>Technology</b>	<b>Invertor/Conventional</b>	
<b>Accessories</b>	With all required accessories/ wires/ installation etc.	
<b>Date of Launch</b>	Discontinued products or products whose production has been announced to be discontinued by manufacturer will not be considered	



<b>Installation</b>	<p>Bidder will provide complete installation kit.</p> <p>Cost of standard installation kit must be included in price of split unit. No extra charges shall be paid for installation kit.</p> <p>Product will be installed by the Technicians of Sindh High Court.</p>	
<b>Transportation</b>	<p>Bidder will transport the units to Store of Sindh High Court. Transportation charges must be included in price of split unit.</p> <p>No extra charges shall be paid for transportation.</p>	
<b>Warranty</b>	<p>3 Years Compressor, 1 Year Parts &amp; Service.</p>	

<b>Brand</b>	
<b>Make &amp; Model</b>	
<b>Year of Launch</b>	
<b>Country of Origin</b>	

<b>Chairman, Procurement Committee</b>	
<b>Member, Procurement Committee</b>	<b>Member, Procurement Committee</b>

**9.4. Financial Proposal of 2.0 ton Split A.C:-**

<b><u>FINANCIAL PROPOSAL</u></b>			
<b>S.No</b>	<b>Make &amp; Model of Split A.C</b>	<b>Unit Price without GST including transportation/ other charges if any</b>	<b>Unit Price without GST including transportation/ other charges if any</b>
		<b>Rs. (in figures)</b>	<b>Rs. (in words)</b>

<b>Chairman, Procurement Committee</b>	
<b>Member, Procurement Committee</b>	<b>Member, Procurement Committee</b>

**10. Guidelines of Financial Proposal:-**

- a. Rates must be quoted in Pakistani Currency.
- b. Separate Financial Proposal should be submitted for 1.5 ton and 2.0 ton split A.C.
- c. Rates must be inclusive of transportation and all other charges if any.
- d. All Government taxes shall be applicable as per rules.
- e. Taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
- f. 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.
- g. Bidder should have active vendor I.D at the time of submission of bill.

<b>Name</b>	
<b>Designation</b>	
<b>Cell Number</b>	
<b>Signature &amp; stamp</b>	

## **11. Sample of Calculation of Bid Security**

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. Original Bid Security and copy of the same is mandatory.

1	<b>Total Amount of all items (without GST)</b>	
2	<b>1% of Total Amount</b>	
3	<b>Pay Order Number</b>	
4	<b>Pay Order Issuance Date</b>	
5	<b>Name of Bank</b>	
6	<b>Amount of Pay Order</b>	
7	<b>Period of Validity</b>	

**Please attach/ paste/ staple copy of Bid Security in this Box**

## 12. 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 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 **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 **10% 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 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:** 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.
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. **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. 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.

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

<b>Name:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	
<b>Cell No</b>	

**13. Format of Undertaking (to be submitted on stamp paper):**

We, \_\_\_\_\_ located at \_\_\_\_\_ do hereby undertake/ declare on Oath at under:-

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 we are not defaulter with any bank or financial institution.
3. That we have not provided any false/ misleading information to High Court of Sindh.
4. That our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question.
5. 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.

<b>Name of Deponent:</b>	
<b>Designation:</b>	
<b>Signature &amp; stamp</b>	
<b>Date</b>	



**14. Original Undertaking on stamp paper as per format:-**

**Please attach/ staple/ paste Undertaking in this box**