



ENERGY DEPARTMENT

Sindh Solar Energy Project

Tender Document

Mobile Phone

DEFINITIONS

“Bid” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by Energy Department - Sindh Solar Energy Project (SSEP).

“Bid with Lowest Evaluated Cost” means the bid quoting lowest evaluated cost amongst all those bids evaluated to be substantially responsive;

“Bidder” means a person or entity submitting a bid;

“Bidding Documents” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“Blacklisting” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SSEP to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SSEP under the contract;
- (iv) where an official of the SSEP engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SSEP to establish prices at artificial, non-competitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2009 or Sindh Public Procurement Rules 2010 amended from time to time, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by SSEP through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SSEP” means the Sindh Solar Energy Project;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Supplier” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SSEP’s requirements.

1 INVITATION FOR BIDS (IFB)

Sindh Solar Energy Project – Energy Department (SSEP) invites bids for the purchase of Mobile Phone for Project Management Unit.

Details of the technical specification is given in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 amended from time to time, issued thereunder (“**SPPRA**”) which can be found at www.pprasindh.gov.pk. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 amended (2013).

This Tender Document includes the following Sections:

- Instructions to Bidders (ITB)
- Technical Specification
- Financial Proposal
- Eligibility Criteria

Proposals must be submitted at the below mentioned address:

SECRETARY PROCUREMENT COMMITTEE
SINDH SOLAR ENERGY PROJECT – ENERGY DEPARTMENT
19th FLOOR, TOWER B, SAIMA TRADE TOWER, I.I. CHUNDRIGAR ROAD,
KARACHI
PH: 021-99213020-19

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

SINDH SOLAR ENERGY PROJECT – ENERGY DEPARTMENT
19th FLOOR, TOWER B, SAIMA TRADE TOWER,
I.I. CHUNDRIGAR ROAD,
KARACHI
PH: 021-99213020-19

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

2.3 Corrupt Practice

1. SSEP requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SSEP will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, amended from time to time, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise of One sealed envelope containing **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SSEP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SSEP must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non-responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.7 Bid Security

The SSEP shall require the bidders to furnish the Earnest Money/Bid Security of 2% of the bid price, in shape of Pay Order/Demand Draft/Irrevocable Bank Guarantee acceptable to the bank in favor of "Sindh Solar Energy Project", which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SSEP reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SSEP as non-responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or

- Does not abide by the terms of Contract Agreement.

2.4.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SSEP; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise of one sealed envelope containing **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids will be received by SSEP at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SSEP may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SSEP is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SSEP is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SSEP shall respond to such queries in writing within three

calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by SSEP after the deadline for submission of bids prescribed by SSEP pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SSEP prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. SSEP may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SSEP shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SSEP shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

SSEP has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SSEP during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SSEP shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SSEP. [SPPRA Rule 31(5)]

SSEP shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

More fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:-

- a) **Forwarded on company's original letter head, complete address, NTN of the company and any other relevant information.**
- b) **Incriminating evidence of the complaints.**

2.5.9 Review Panel

The Authority shall maintain a list of Review Panelists for the purpose of reviewing a bidder's complaint. The Panelist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]
2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)] and
3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

Also see [SPPRA Rule 32(3)] & [SPPRA Rule 32(4)].

2.5.10 Matters not subject to Appeal or Review

The following actions of the SSEP shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SSEP; [SPPRA Rule 33 (1)]
- Decision by the SSEP under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SSEP

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SSEP may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

SSEP will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SSEP may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SSEP.

If a bid is not substantially responsive, it will be rejected by SSEP and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Eligibility Criteria

Mentioned in the ITB. [refer section 5]

2.6.5 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SSEP may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

3 TECHNICAL SPECIFICATION

Build	OS	Android ColorOS 6
	UI	Color OS 5.2
	Dimensions	161.3 x 76.1 x 8.8 mm
	SIM	Dual Sim, Dual Standby (Nano-SIM)
Frequency	2G Band	SIM1: GSM 850 / 900 / 1800 / 1900 SIM2: GSM 850 / 900 / 1800 / 1900
	3G Band	HSDPA 850 / 900 / 1900 / 2100
	4G Band	LTE
Processor	CPU	Octa-core (4 x 2.1 GHz Cortex-A73 + 4 x 2.0 GHz Cortex-A53)
	Chipset	Mediatek Helio P70 (12nm)
	GPU	Mali-G72 MP3
Display	Technology	LTPS IPS LCD Capacitive Touchscreen, 16M Colors, Multitouch
	Size	6 to 6.5 Inches
	Resolution	1080 x 2340 Pixels (~395 PPI)
	Protection	Corning Gorilla Glass
Memory	Built-in	128GB Built-in, 6GB RAM
Camera	Main	Dual: 48 MP, f/1.8, 1/2", PDAF + 5 MP, f/2.4, 1/5", depth sen, LED Flash
	Features	Xposure compensation, ISO, Continuous Shooting, HDR, Digital Zoom, Phase detection, Touch to focus, Video (1080p@30fps)
	Front	16 MP, f/2.0, 1/3.1
Connectivity	WLAN	Wi-Fi 802.11 a/b/g/n/ac, dual-band, WiFi Direct, hotspot
	Bluetooth	v5.0 with A2DP, LE
	GPS	Yes + A-GPS support
	Radio	FM Radio
	USB	microUSB 2.0
	Data	GPRS, Edge, 3G HSPA, 4G LTE-A
Features	Sensors	Accelerometer, Compass, Fingerprint (rear mounted), Gyro, Proximity
	Audio	3.5mm Audio Jack, MP4/H.264/FLAC player, MP3/eAAC+/WAV player, Speaker Phone
	Browser	HTML5
	Messaging	SMS(threaded view), MMS, Email, Push Mail, IM
	Torch	Yes
	Extra	Active noise cancellation with dedicated mic, Document viewer, Photo viewer/editor

Battery	Capacity	(Li-Po Non removable), 4000 mAh
		- Fast battery charging VOOC 3.0

4 PRICE SCHEDULE

This form is to be filled by the bidder and submitted with tender

Sr.#	Name of Item/Service	Unit Price	Quantity	Total Amount
		11		

Note:

Delivery: within 02 weeks after the award of contract /issuance of purchase order

The quoted price should include all expenses including delivery charges on consignee address:

Name & Contact Details of the bidder _____

Signature & Stamp of the bidder _____

Date: _____

NOTE

1. Bidder should provide supporting documents for their bids.
2. All the costs must be inclusive of all relevant applicable taxes, duties, delivery, fixing, service and any other related costs.
3. If the financial bids of one or more bidders are the same, then successful bidder will be the one who has acquired maximum marks in technical evaluation phase.

5. Eligibility Criteria

The interested firms/contractors/companies are required to submit their bids along with the following documents/information/samples:

- a) Name of the firm / contractor / company address and telephone number/email address/fax number and name of the key personnel.
- b) Authorized Dealer Certificate.
- c) Registration with relevant authorities for NTN, GST & SRB.
- d) Leaflets/Broacher/Catalogues of quoted product.
- e) Bidder shall be submit with bid security 2% of Bid Price in shape of Pay Order / Bank Draft /Call Deposit.
- f) Affidavit for the effect that the firm / contractor / company is not involved in litigation with any Department (Government / Semi Government, Autonomous Bodies, Private Companies or any other Client).
- g) An undertaking on stamp paper by the firm / contractor to the effect that “Neither the Firm / contractor nor its Directors / stakeholders as a whole or as a part of the company / Organization” have ever been blacklisted / defaulted with any Government Agency / Department Organization and also that the information supplied by the firm / contractor is correct in all respect.
- h) Incomplete bid will not be entertained.
- i) Procuring Agency reserves the right to reject any or all bids subject to the relevant provisions of SPPRA Rules 2010 (amended from time to time).