

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2022-2023

Tender Reference No.7

Dated: 01-12-2022

**SUPPLY & INSTALLATION OF TWO (02) UNITS OF 20 KVA DIESEL
GENERATORS
FOR THE RESIDENCES OF THE HON'BLE JUDGES.**

Contents

1. Introduction	3
2. Instructions	3
3. Mandatory Eligibility Criteria	3
5. Sample of Technical Proposal	5
6. Sample of Financial Proposal	6
7. Terms & Conditions	7
7. Sample of Proposal Submission Form.....	9
8. Sample of Articles of Agreement	10
(INTEGRITY PACT).....	11

1. Introduction

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **two (02) latest 20 KVA Diesel Generators (Denyo or equivalent standard) from sole distributor or authorized dealers.** Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from www.sindhhighcourt.gov.pk.

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.

The bid documents should be submitted in the office of Director General (Finance & Accounts) Sindh High Court, Saddar, Karachi on or before **22nd December, 2022 at 10:45 a.m.** and will be opened on the same **date and place at 11:30 a.m.** in presence of bidders or their authorized representatives who wish to be present as well as the committee constituted for the purpose. In case of any holiday, the tender shall be received/ opened on next working day at the same place and time.

- (b) Date and time of opening of financial proposals of technically qualified bids will be communicated to the bidders in advance.
- (c) Bids must contain **BID SECURITY of 1% of total quoted price**, in the shape of **“BID SECURITY FORM” or “PAY ORDER”** in favour of REGISTRAR, HIGH COURT OF SINDH.
- (d) The Sindh High Court reserves the right to accept/reject any or all offers subject to relevant rule of SPPRA 2010.

3. Mandatory Eligibility Criteria

Sr.No.	Eligibility Criteria	Requirement	Attached (Y/N)
1	Profile of company/ firm along with relevant documents.	Mandatory	
2	Registration with relevant tax/ regulatory authorities (copies required).	Mandatory	
3	Certificate of Sole Distributor or Authorized Dealership (Copy is required)	Mandatory	
4	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory	
5	Average Financial turnover of at least Rs. 50 million per annum during the last three years. (audited financial statements are required)	Mandatory	

4. Marking Eligibility Criteria:-

Sr. #	Evaluation Criteria	Max. Marks / Calculations	Max. Marks	Min. Qualifying Marks	Remarks
1.	Experience for Supply and Installation of Diesel Gensets of 20 kVA	10 Years (35 Marks) 07 to 9 Years (25 Marks) Less Than 07 Years= (Zero Marks)	35	25	Bidder to provide the relevant verifiable documents. Purchase or work order of the same capacity.
2.	Supply and installation of 20 kVA Diesel Gensets to corporate sector/ public sector in last 3 years.	10 Nos Gensets = 25 Marks 07 to 09 Nos Genset = 15 marks Less than 07 = zero marks	25	15	Bidder to provide verifiable copies of purchase orders with name and contact details of relevant client.
3	Performance Certificate from corporate sector/ public sector	5 Certificates = 10 Marks 3 to 4 Certificates = 07 Marks Less than 03 = zero marks	10	07	Bidder to provide verifiable copies of Performance Certificates with name and contact details of relevant client.
4	Generator coupler is the OEM of Engine, Alternator and Canopy.	OEM of all Three = 30 OEM of Two = 20 OEM of One = 0	30	20	Bidder to provide the relevant verifiable documents.

Note:

- Overall Qualifying marks= 70

5. Sample of Technical Proposal

1. Technical Proposal must be according to following format otherwise it will not be considered.
2. Technical Proposal should be sealed in separate envelope.
3. Separate Technical Proposals are required for Lot No. 1: (Karachi) and Lot No. 2: (Sukkur).
4. One Generator is required for Karachi and one for Sukkur.

Requirement of Sindh High Court		Specifications offered by Bidder (Kindly do not leave any box blank)
Features	Details	
Model	Complete built Generator Denyo or equivalent standard.	
Capacity	20 KVA Prime Power	
Engine	Japan/ UK/USA or equivalent standard.	
Assembled	Japan/ UK/USA or equivalent standard.	
Alternator	Imported or equivalent standard.	
AMF/ ATS System	Imported Components or equivalent standards.	
Built in Water Proof Factory fitted Canopy.	Imported Components or equivalent standards.	
Fuel Tank Capacity	Minimum 50 Liters	
Warranty	24 months warranty effective from the date of installation.	

Make of the complete generating set	
Model number of the complete generating set	
Make of the engine unit	
Model number of the engine unit	
Make of the alternator unit	
Model number of the alternator unit	
Make and model no of the ATS unit	
Model number of the ATS unit	

Name:	
Designation:	
Signature & stamp	

6. Sample of Financial Proposal

1. Financial proposal should be as per prescribed format & sealed in separate envelope along with bid security.
2. Rates should be inclusive of all types of taxes.
3. Bidders are directed to submit separate proposal for each Lot and marked as (Lot No.1 : Karachi and Lot No. 2: Sukkur).
4. Bidder may apply for both or one lot. However, it is preferable to apply for both lots.
5. Tender shall be awarded to the lowest bidder (s) on lot wise basis on the basis of total cost of Generator, as mentioned below:-

Lot No. _____		
Sr.No	Particulars	Per Unit Rate (including all taxes, etc.) (in Pak Rupees)
1	Unit Cost of Generator with built in factory fitted canopy	
2	Unit Cost of ATS for 3-Phase electric meter	
3	Cost of RCC foundation with each D.G set	
4	Cost of installation	
5	Cost of transportation	
6	Cost of Earthing	
7	Other mis charges (if any)	
Total Cost of Generator (per unit inclusive of all taxes) (Tender will be awarded to the lowest bidder on the basis of this Cost)		

OTHER COSTS

Sr.No	Particulars	Per Unit Rate (including all taxes, etc.) (in Pak Rupees)
1	Cost of per meter power cable 4 core, 16 square mm	
2	Cost of per meter control wire 4 core, 2.5 square mm	

Payment of other cost will be made on actual expenditure on production of bill after installation of generator.

Name:	
Designation:	
Signature & stamp	

7. Terms & Conditions

1. **Bidding Method:** Single Stage-Two Envelopes method will be adopted for bidding process as per SPPRA Rules.
2. **Company Profile:** Company Profile along with relevant documents be attached with this document.
3. **Validity Period:** The procurement contract will be awarded within bid validity period i.e. 90 days as per SPRRA Rules.
4. **Issuance of Purchase Order:** Purchase Order shall be issued from the office of the Assistant Registrar (Budget) of Sindh High Court.
5. **Receiving/Acceptance of Purchase Order:** The vendor will sign the copy of the Purchase Order as acknowledgement.
6. **Time of Delivery of Good:** The delivery should be made by the supplier at the residences of the Hon'ble Judges as per purchase order.
7. **Inspection:** Physical inspection will be carried out by Assistant Registrar, Resident-II Branch of SHC at the residences of the Hon'ble Judges. Ordered material is subject to final inspection at the time of delivery.
8. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
9. **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.
10. **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.
11. **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.
12. **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.
13. **Bid Security:** All bids must be accompanied by an earnest money/ security of 1% 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.
14. **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. All currency in the proposal shall be quoted in Pakistani Rupees (PKR). The Bid prices and rates are fixed during contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
15. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
16. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
17. **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
18. **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.
19. **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.

20. **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.
21. **Stamp Duty:** Stamp duty will be levied as per rules.
22. **Other:** SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules available on www.spprasindh.gov.pk 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	

Name:	
Designation:	
Signature & stamp	

7. Sample of Proposal Submission Form

To be printed on the letter head of firm.

Tender Reference No.

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:

8. Sample of Articles of Agreement

This Agreement made this _____ day of _____ 2022, 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]