

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE FINANCIAL YEAR 2019-2020

Tender Reference NO.SHC/Budget/Tender-2019-2020/III

Dated: 04-03-2020

Supply & Installation of Nine (09) units of diesel Generators (Denyo or equivalent standard) for the residences of the Hon'ble Judges of this Court.

Name of Bidding Organization	
Type of Bidding Organization (Proprietor/ Partnership/ Private Limited/ Public Limited)	
NTN Number	
GST Number	
Name & Signature of Head of Bidding Organization	
Name & Signature of Authorized/ Focal Person	
Stamp of Company	

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Tender Reference No. _____

Dated _____

To,

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

Respected Sir,

We, the undersigned, offer to provide our services for **“Supply & Installation of nine (09) units of diesel Generators (*Denyo* or equivalent standard) for the residences of the Hon’ble Judges of this Court”**, 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:

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 NINE (09) units of diesel Generators (Denyo or equivalent standard) for the residences of the Hon'ble Judges of this Court,** 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
Supply & Installation of Nine (09) units of <u>20 KVA diesel Generators (Denyo or equivalent standard)</u> for the residences of the Hon'ble Judges (Karachi, Hyderabad and Larkana).	20 th March, 2020 at 10:30 a.m.	20 th March, 2020 at 11:00 a.m.

2. Principles of Procurement:

Sindh High Court ensures that procurements are conducted in a *fair and transparent manner* and the object of procurement brings value for money to this Court. Hence, bidders are directed to provide soft copies of scanned tender documents, tax registration certificates, purchase orders, dealership certificate, bank maintenance certificate, financial statements and undertaking. All such documents should be merged in one (01) PDF FILE for uploading on the concerned.

3. Clarification and Modification of Bidding Documents:

Bidding Document has been prepared by Procurement Committee as per rules. Clarifications (if any) for contents of bidding documents may be sent to the Procurement Committee 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 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) calendar 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) calendar days of uploading of reports and we will not submit any objection after the lapse of time.

Name	
Designation	
Cell Number	
Signature & stamp	

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 technically qualified Bid (s) shall be done on the basis of total price without taxes, as mentioned in sample of financial proposal. All government taxes shall be applicable as per rules. Tender may be awarded to the lowest technically 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:

S.No.	Eligibility Criteria	Flag
1	Complete filled, signed & stamped Tender Document	Flag-A
2	Profile of company/ firm	Flag-B
3	Relevant Tax Registration Certificates	Flag-C
4	Minimum Experience of at least three (03) years	Flag-D
5	Copies of at least TEN (10) Purchase Orders of similar nature during the last three years. At-least TWO (02) for each year is mandatory.	Flag-E
6	Authorized dealership Certificate of product which is being offered to Sindh High Court. (copy is required)	Flag-F
7	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Flag-G
8	Average Financial turnover of at least Rs. 8 million per annum during the last three years. (authenticated financial statements are required)	Flag-H
9	Bank Maintenance Certificate mentioning available current balance	Flag-I
10	Brochure of product which is being offered to Sindh High Court	Flag-J

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.

Name:	
Designation:	
Signature & stamp	

7.1. Details of Purchase Orders of Similar Nature

S.No	Purchase Order issued (Name of Organization)	Order by of	Purchase Order No	Date of Purchase Order	Make & Model of Generators	Contact No for verification of Purchase Order
1				___-___-2017		
2				___-___-2017		
3				___-___-2018		
4				___-___-2018		
5				___-___-2019		
6				___-___-2019		
7						

8					
9					
10					
11					

7.2. Details of Financial Turnover during the last three (03) years

S.No	Financial Year	Turnover (Rs.)
1	2017 (authenticated financial statements are required)	
2	2018 (authenticated financial statements are required)	
3	2019 (authenticated financial statements are required)	

7.3. Details of Official Bank Account of Bidder

Name of Bank	
Branch Code	
Address of Bank	
Bank Account Number	
Available Balance Rs.	

7.4. Details of Dealership/Distributor Certificate

Date of issuance of Dealership/distributor Certificate	
Date of expiry of Dealership Certificate	
Dealership Certificate Number	
Dealership Certificate valid for products	
Dealership Certificate issued by	

8. Desired Specifications & Technical Proposal:

Requirement of Sindh High Court		Specifications offered by Bidder (Kindly do not leave any box blank)	Comply (Y/N)
Features	Details		
Model	Complete built generator 20 KVA <i>Denyo</i> or equivalent/ higher standard.		
Engine	Japan/ UK/USA/EUROPE or equivalent/ higher standard		
Alternator	Japan/ UK/USA/EUROPE or equivalent/ higher standard		
ATS System	Japan/ UK/USA/EUROPE or equivalent/ higher standard. ATS System shall be of MOR (Manual Over Ride) type i.e. in case of failure of automatic operation, manual operation could be easily performed and load subsequently gets easily shifted. Transfer of load from main to generator supply or vice versa shall not take longer than 1 minute after a main failure.		

Number of Phases	3-Phase, 4-Wire		
Built in weather & sound proof factory fitted imported Canopy.	The generator and electrical components should fully enclose in a solid-steel factory fitted imported weather & sound proof canopy.		
True Heavy Duty Performance	Should have features of extra power performance so that job can be done without the inconvenience of using another generator.		
Fuel Tank Capacity (L)	60 or higher		
Maintenance	All daily maintenance requirements can be performed from one side of the machine. There should be full access to the engine. Should have external drain plugs for oil, fuel and water so that routine maintenance can be performed easily. For major engine overhauls, the canopy (bonnet) can be unbolted.		
Auto Protection	In-built emergency system to detect low oil pressure, high water temperature, charging failure etc.		
Warranty	24 months warranty effective from the date of installation.		
Maintenance	Free Service for one year from the date of installation.		

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

Make and model no of the ATS unit	
Country of Manufacturing of Generator	
Country of Assembling of Generator	
Country of Manufacturing of Alternator	
Country of Assembling of Alternator	
Country of Manufacturing of ATS	
Country of Assembling of ATS	

9. Bill of Quantity & Location of Installation of Generators

Locations	Number of Generators to be installed
Karachi	06
Hyderabad	02
Larkana	01
Total	09

Quantity may be increased or decreased as per availability of budget and rules.

10. Sample of Financial Proposal (to be submitted on official letter head):

S.No	Particulars	Brand	Per Unit Rate (without taxes) (in Pak Rupees)	Quantity	Total Amount (without taxes) (in Pak Rupees)
			P	Q	P * Q
1	<i>Unit Cost of Generator with built in imported factory fitted canopy</i>			09 units	
2	<i>Unit Cost of ATS Panel</i>			09 units	
3	<i>Cost of Installation</i>			09 units	
4	<i>Cost of Earthing (rod type)</i>			09 units	
5	<i>Unit cost of power cable 4 core, 16 mm Pakistan Cable or equivalent</i>			45 meter	
6	<i>Total Transportation Cost for Karachi</i>			06 stations	
7	<i>Total Transpiration Cost for Hyderabad</i>			02 stations	
8	<i>Total Transpiration Cost for Larkana</i>			01station	
	Total Cost of Generator Rs (Total cost of Generator will be considered for financial evaluation. Bidder will be responsible in case of any mistake in calculation and will be bound to suffer loss if any)				

Other Costs

S.No	Particulars	Brand	Per Unit Rate (without taxes (in Pak Rupees)
1	Cost of per meter control wire 4 core, 2.5 mm (actual cost will be paid after submission of bill)		
2	Unit Cost of additional power cable must be same as mentioned above.		
3	Cost of RCC foundation (if required)		
4	Unit Cost of ATS Panel for Additional Meter (if any)		

- All Government taxes shall be applicable as per rules.
- Taxes shall be deducted by the Office of A.G Sindh and its decision shall be final.
- Bidder should be active vendor I.D at the time of submission of bill.

- Bidder shall be bound to submit all required documents along with bill.
- In case of any query, please contact the concerned officials of Budget Branch before submission of bills.

Name	
Designation	
Cell Number	
Signature & stamp	

10.1. Sample of Calculation of Bid Security (along with financial proposal)

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.

Bid Security for Generators			
Make & Model of Quoted Item	Total Cost of Generator without GST Rs.	Quantity	Amount without GST Rs.
Total Amount of Generator Rs as mentioned in financial Proposal (without GST)			
1% of Total Amount			
Pay Order Number			
Pay Order Issuance Date			
Name of Banker			
Amount of Pay Order			
Period of Validity			

1. Rates must be quoted in Pakistani Currency.
2. Quantity may be increased or decreased as per rules and keeping in view the availability of budget.
3. Rates must be quoted without GST. GST shall be applicable as per rules.
4. All government taxes shall be applicable as per rules.

5. All government taxes will be deducted by the office of A.G Sindh and its decision shall be final in respect of taxation and billing.
6. Bidders must have active Vendor ID of A.G Sindh.
7. Successful Bidder (s) will be required to submit complete bill along with copies of required documents to Budget Branch of High Court of Sindh.

11. Terms & Conditions:

1. **Bidding Method: Single Stage-Two Envelopes** method will be adopted for bidding process as per SPPRA Rules. Bidders are required to submit separate technical & financial proposal.
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 **technically 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 Assistant Registrar, Resident-II.

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 start survey within three (03) days of issuance of Purchase Order and deliver/ install the goods within **thirty (30) calendar days** of issuance of Purchase Order at the residences of the concerned Hon'ble Judges or as mutually decided by the bidder and High Court.
13. **Delayed Delivery:** 1% penalty of the total amount will be imposed per week for which the company/firm/agency failed to deliver within the delivery/execution period or the request for extension in delivery time declined by SHC.
14. **Inspection:** Physical inspection will be carried out by I/c: Assistant Registrar, Resident-II. 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 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.
25. **Alternative Bids:** Alternative bids shall not be considered.

26. **Cost of Bidding:** 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.
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.

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

Name:	
Designation:	
Signature & stamp	
Cell No	

I have carefully read & understood the contents of “Sample Purchase Order” and I do not have any objection on its contents.

Name:	
Designation:	
Signature & stamp	

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

We, _____ located at _____ do hereby declare on Oath at under:-	
<ol style="list-style-type: none"> 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 there is no outstanding dispute between our company and any other organization. 3. That we are not defaulter with any bank or financial institution. 4. That we have not provided any false/ misleading information to High Court of Sindh. 5. It is undertaken that our organization will not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the tender in question. 6. 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. 	
Name of Deponent:	
Designation:	
Signature & stamp	
Date	

13. SAMPLE OF 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 time 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]

THE END