

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2023-2024

NO.SHC/Budget/Tender/Generator/Furniture/2023-24/XVII

Dated: 20-05-2024

**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	10
8. Sample of Articles of Agreement	11
(INTEGRITY PACT)	12

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 **8th June , 2024 at 11:00 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 5% 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

S #	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 <i>The Bidder must be authorized partner with the Principal Manufacturer and should provide manufacturer authorization letter.</i>	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. 20 million per annum during the last three years. (financial statements/tax returns are required)	Mandatory	
6	Copies of at least three (03) Purchase Orders along with delivery challans of similar nature during the last three (03) years	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.

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. Tender shall be awarded to the lowest bidder (s) on lot wise basis on the basis of total cost of Generator, as mentioned below:-

Sr.No	Particulars	Per Unit Rate (including all taxes, etc.) (in Pak Rupees)
1	Unit Cost of Generator with built in factory fitted canopy	Plz do not write here
2	Unit Cost of ATS for 3-Phase electric meter	Plz do not write here
3	Cost of RCC foundation with each D.G set	Plz do not write here
4	Cost of installation	Plz do not write here
5	Cost of transportation	Plz do not write here
6	Cost of Earthing	Plz do not write here
7	Other mis charges (if any)	Plz do not write here
Total Cost of Generator (per unit inclusive of all taxes) (Tender will be awarded to the lowest bidder on the basis of this Cost)		Plz do not write here

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	Plz do not write here
2	Cost of per meter control wire 4 core, 2.5 square mm	Plz do not write here

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 Envelope* 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/ non-flagging 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 by Sindh High Court 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 department.
10. **Validity Period:** The procurement contract will be awarded within bid **validity period i.e. (till 30th June 2024 , closing of financial year 2023-24)** as per 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 at the **residences of Hon'ble Judges situated at Karachi**, within a Week (07 Days) of issuance of Purchase Order.
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. **Transportation:** Goods will be delivered in the relevant station and no extra charges shall be paid for transportation of goods

15. **Inspection**: Physical inspection will be carried out by the concerned I/c A.R Resident-II of High Court of Sindh.
16. **Quantity Delivered**: Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
17. **Payment Term**: Payment shall not be made in advance before making delivery.
18. **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.
19. **Rejection of Goods**: SHC 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.
20. **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.
21. **Resolution of Differences**: In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
22. **Rules, Regulations & Policies**: All rules, regulations and policies will be governed in accordance to the SPPRA.
23. **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.
24. **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.
25. **Stamp Duty**: Stamp duty will be levied as per rules.
26. **Alternative Bids**: Alternative bids shall not be considered.
27. **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.
28. **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.
29. **Interest on Late Payments**: No interest shall be paid on late payment if cheque is received late from the concerned office. However, every effort shall be made for timely payments to successful bidders.
30. **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.
31. **Warrants**: Supplier must warrant that goods supplied would be new, unused and as per best industrial standards.
32. **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.
33. **Submission of Bid**: The bidder must quote for all lots (Lot#1-5). Failing to bid for all stations will be rejected as non-responsive.
34. **Increase/decrease of items**: SHC reserves the right to increase/ decrease the quantities as per requirement in the light of availability of funds, as per rules.

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 contract 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 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]