

SINDH HIGH COURT, KARACHI

TENDER DOCUMENT

FOR THE YEAR 2017-2018

Tender Reference No.5

Dated: 14-04-2018

**SUPPLY & INSTALLATION OF 20 KVA DIESEL GENERATOR
FOR DISTRICT & SESSIONS COURT, TANDO MUHAMMAD KHAN**

Tender issued to M/s. _____

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1. Introduction

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to purchase **one (01) latest 20 KVA Diesel Generators (Denyo or equivalent)** 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 and www.spprasindh.gov.pk from **14th April, 2018**.

You are requested to attach firm / agency profile etc. along with the Tender Document. Financial Proposal should be submitted in sealed envelope along with **bid security of 1% of total offered amount** in form of pay order/ demand draft favoring the Registrar, High Court of Sindh, Karachi.

Please mention “**Tender Number**” at top left corner of the envelope. SHC reserves 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.

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. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. Moreover, attach required supporting documents according to the requirement.
- (b) The bid documents should be submitted in the office of Director General (Finance & Accounts) Sindh High Court, Saddar, Karachi on or before **30th April, 2018 at 11:30 a.m.** and will be opened on the same **date and place at 12:00 noon**. in presence of bidders or their authorized representatives who wish to be present as well as the committee constituted for the purpose.
- (c) In case of any holiday, the tender shall be received/ opened on next working day at the same place and time.
- (d) Date and time of opening of financial proposals of technically qualified bids will be communicated to the bidders in advance.
- (e) 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.
- (f) Bid Security of unsuccessful bidders will be released after signing of contract with the successful bidders or before expiry of **validity period i.e. 90 days**.
- (g) The Sindh High Court reserves the right to accept/reject any or all offers subject to relevant rule of SPPRA 2010 (Amended 2017).

3. Eligibility Criteria

| S.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 | Mandatory | |
| 4 | Relevant experience and copies of at least five (05) purchase orders for supply of generators during the last three years along with Completion Certificate for the work completed (copies required). | Mandatory | |
| 5 | Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization. | Mandatory | |
| 6 | Average Financial turnover of at least Rs. 30 million per annum during the last three years. (financial statements & bank statements are required) | Mandatory | |

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & Stamp | |

4. Sample of Technical Proposal

1. Technical Proposal must be according to following format on letter head of company, 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) | Comply (Y/N) |
|---------------------------------|--|--|--------------|
| Features | Details | | |
| Model | Complete built Generator Denyo or equivalent standard. | | |
| Capacity | 20 KVA Prime Power | | |
| Engine | Japan/ UK/USA/EUROPE or equivalent standard. | | |
| Assembled | Japan/ UK/ USA/ Europe or equivalent standards. | | |
| Alternator | Japan/ UK/USA/EUROPE or equivalent standard. | | |
| AMF/ ATS System | Japan/ UK/USA/EUROPE or equivalent standard. | | |

| | | | |
|--|--|--|--|
| Built in Water Proof Factory fitted Canopy. | Japan/ UK/USA/EUROPE or equivalent standard. | | |
| Battery Charging | The engine shall be equipped with an alternator type automatic charging system to charge the batteries during running hours of operation. A static battery charger shall also be provided to charge the batteries when the engine is not running. Suitable interlock shall be provided to prevent simultaneous operation of both charging systems. | | |
| Maintenance | All daily maintenance requirements can be performed easily. 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. | | |
| Alarms and Protection | Emergency Stop Fail to Crank/ Over Crank Low Lube Oil Pressure High Engine Temperature Over/ Under Voltage Low Fuel Level Over Speed Short Circuit Audible Alarm | | |
| Fuel to be used | Commercially available diesel | | |
| Lube Oil to be used | Commercially available lube oil | | |
| Standard tool kit required | Standard tool kit including special tools that will be required for major overhaul shall be provided with each generating set | | |
| Consumable Parts | The generator will be provided with lube oil, coolant and all types of oil, filters etc necessary for installing, testing and commissioning. | | |
| Warranty | 24 months warranty effective from the date of installation. | | |
| Maintenance | Free Service for one year 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 | |

5. Sample of Financial Proposal

1. Financial proposal should be as per following format & sealed in separate envelope along with bid security.
2. Rates should be inclusive of all types of taxes.

| S.No | Particulars | Per Unit Rate (including all taxes, etc.) (in Pak Rupees) |
|-------------|---|--|
| 1 | Unit Cost of Generator with built in factory fitted imported canopy | |
| 2 | Unit Cost of ATS for single electric meter | |
| | Total Cost of Generator (per unit inclusive of all taxes) | |

OTHER COSTS

| S.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 | |
| 3 | Cost of RCC foundation with each D.G set | |
| 4 | Cost of installation | |
| 5 | Cost of transportation at Tando Muhammad Khan | |
| 6 | Cost of Earthing (rod type) | |
| 7 | Other mis charges (if any) | |
| 8 | Annual Maintenance Contract for next year | |

| | |
|------------------------------|--|
| Name: | |
| Designation: | |
| Signature & stamp | |

6. 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 District & Sessions Court, Tando Muhammad Khan as per purchase order.
7. **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.
8. **Inspection:** Physical inspection will be carried out by the Officer nominated by the concerned District Judge. Ordered material is subject to final inspection at the time of delivery.
9. **Quantity Delivered:** Competent Authority reserves the right to increase/decrease the quantity as per requirement and availability of funds, as per rules.
10. **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.
11. **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.
12. **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.
13. **Submission of Bills/Invoices:** Invoice/bill, Purchase Order & Delivery Challan should be submitted in the office of the District & Sessions Judge, Tando Muhammad Khan.
14. **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.
15. **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.

16. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
17. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
18. **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
19. **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.
20. **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.
21. **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.
22. **Stamp Duty:** Stamp duty will be levied as per rules.
23. **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 _____ 2018, 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]