

DISTRICT AND SESSIONS COURT, KARACHI
CENTRAL

TENDER DOCUMENT FOR THE YEAR 2022-2023

Tender Reference No. DC-KC/01/22

Dated: 10-11-2022

PROCUREMENT OF UPS INVERTOR ALONG WITH DRY BATTERIES

Tender issued to M/s. _____

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1. INTRODUCTION

Dear Tenderer:

The **District & Sessions Court, Karachi Central** is the judicial institution of the province of Sindh. We are interested in **hiring of UPS Invertors** as mentioned in tender document, from your esteemed firm / agency. The rates shall be valid for full term of the contract.

Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from: -

https://www.districtcourtssindh.gos.pk/district/central/index_central.php

You are requested to attach firm / agency profile etc. along with the Tender Document. Financial Proposal should be submitted in sealed envelope.

Please mention "**Tender Number**" at top left corner of the envelope. District & Sessions Court Karachi Central 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) District & Sessions Court Karachi Central 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) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. **If you want to leave the item/column un-answered please, write "Doesn't Apply/Doesn't Arise'.** If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- c) Tender document which includes full details of items and other terms & conditions may be downloaded **free of cost** from: -
https://www.districtcourtssindh.gos.pk/district/central/index_central.php
- d) **The last date to submit the Tender Document, separate technical & financial proposals in sealed envelopes is on or before 10th November 2022 by 02:30 p.m.** in the Office of the Account Branch, District & Sessions Court, Karachi Central. **The technical proposals will be opened on the same day at 03:00 p.m.** in the presence of representatives who may care to attend. Date and time of opening of **financial proposals** of technically qualified bids will be communicated to the technically qualified bidders in advance.

- e) **Bid Security of 2% of total cost** will be submitted along with Tender Document in shape of “PAY ORDER” OR “BID SECURITY FORM” only in the name of District & Sessions Judge, Karachi Central. Bid Security should be placed in sealed financial proposal.
- f) Should you need further any assistance / guidance please feel free to contact with the Accountant Contact No. 021-99215309.
- g) Kindly mentioned “**Tender Number**” at top left corner of the envelope.

3. ELIGIBILITY CRITERIA

Sr. No.	Eligibility of Criteria	Requirement
1	Profile of company/ firm along with relevant documents	Mandatory
2	Registration with relevant tax/regulatory authorities (copies required)	Mandatory
3	At least ten (10) similar projects in Government/ Private Sector during the last three (03) years.	Mandatory
4	Total Financial turnover of at least Rs. 20 million during the last three years. (financial statements and bank statements are 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

4. TECHNICAL PROPOSAL:

Technical Proposal should include detail description as per following requirement of District & Sessions Court, Karachi Central.

Sr.No.	Description	Qty
(1)	UPS Invertor AC 220V~240V, 30~35 Amp, DC 24V, (Pure Sine Wave) included wiring/installation with separate DB Panel with three years complete warranty	01
(2)	UPS Invertor AC 220V~240V, 20~25 Amp, DC 24V (Pure Sine Wave) included wiring/installation with separate DB Panel with three years complete warranty	01
(3)	Rechargeable Maintenance Free Batteries DC 12V (required minimum 01-hour backup for above 02 UPS) With 1 year warranty	04

1. UPS Invertors must be pure sine wave to support servers/computers uninterrupted power supply.
2. Each UPS Invertor connects with 02 dry batteries (12Vx02).
3. Backup time of each UPS Invertor should be atleast 01 hour.
4. All civil work e.g. installation, wiring, circuit breakers, excavating, digging (soft & hard), curing, tunneling, brackets, configuration and testing within the premises of District & Sessions Court, Karachi Central will be the responsibility of the vendor/firm.
5. Vendor should be a major distributor.

5. FINANCIAL PROPOSAL:

1. Financial proposal should be sealed in separate envelope.
2. Total Cost should be inclusive of all types of taxes, rental fee of equipment (if any), civil work and etc. (See 6.11 Terms and Condition). All other charges (if any) will be responsibility of the vendor.

Sr.No.	Description	Qty	Rate	Total Amount inclusive of all taxes etc.
(1)	UPS Invertor AC 220V~240V, 30~35 Amp, DC 24V, (Pure Sine Wave) included wiring/installation with separate DB Panel with three years complete warranty	01	XXX	XXX
(2)	UPS Invertor AC 220V~240V, 20~25 Amp, DC 24V (Pure Sine Wave) included wiring/installation with separate DB Panel with three years complete warranty	01	XXX	XXX
(3)	Rechargeable Maintenance Free Batteries DC 12V (required minimum 01-hour backup for above 02 UPS) With 1 year warranty	04	XXX	XXX
	Total cost of all above articles			XXX

6. TERMS & CONDITIONS:

1. Tender document which includes full details of items and other terms & conditions can be downloaded free of cost from: -
https://www.districtcourtsindh.gos.pk/district/central/index_central.php
2. Single Stage-Two Envelope method will be adopted for bidding process as per rules.
3. Company Profile along with relevant documents be attached with this document.
4. The rates quoted shall remain valid for 90 days.
5. Bid(s) shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
6. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.
7. No advance payment shall be made against the supply of equipment mentioned in this bidding document.
8. The equipment should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.
9. Successful bidder shall ensure secure installation.
10. Bidder will be responsible for the safe supply of equipment at District & Sessions Court Karachi Central.
11. Cost of complete installation of the equipment, including wiring, circuit breakers, separate DB Panel etc. will be responsibility of the bidder.

12. District & Sessions Court, Karachi Central reserves the rights to cancel the tender, accept or reject any tender as per rules.
13. No transportation charges will be paid for any of the services.
14. The contract shall be terminated in case of violation of terms and conditions by the contractors.
15. All bids must be accompanied by an earnest money/ security of **2% of total cost**. The bid security of unsuccessful bidder will be released by District & Sessions Court, Karachi Central after award of work or after expiry of bid validity period as per rules whereas the bid security money of successful bidder will be released after the submission of performance security equivalent to **10% of total cost**.
16. The quantity of items may change as per requirement, while placing purchase order.
17. Only one offer / brand / model / option is allowed to quote against each option. In case, more than one option with different brands / models with different prices have been quoted against one option, the bid will be rejected as a whole.
18. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
19. Warranty details must be mentioned by the bidder.
20. The repair & maintenance of the placed equipment (if required) will be the responsibility of successful bidder/company.
21. All rules, regulations and policies will be governed in accordance to the SPPRA.
22. General Sales Tax will be paid on applicable items only by the company/firm/agency.
23. District & Sessions Court, Karachi Central 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. District & Sessions Court, Karachi Central, also reserve the right to issue Purchase Order for any single item to different lowest responsive bidders or issue Purchase Order for all the items to any lowest responsive bidder.
24. The 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.
25. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / Work Order.
26. The contractor shall pay all the cost for preparation of legal documents of contract.
27. Bid received after due date/time will not be accepted under any circumstances.
28. Bid shall remain valid for 90 days from the date of opening the bid.

29. The supplier/agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided.
30. During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
31. In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
32. The payment will be made within 14 days after installation of the supplies & found in order in quality and quantity and submission of claim / bill with complete supporting documents.
33. Bid Security shall be in the form of CDR / DD / PO / BC in the name of District & Sessions Judge, Karachi Central.
34. Personal or business cheque shall not be entertained in any case.
35. Bid Security may be attached with Financial Proposal.
36. Bid security will not be adjustable against any payment or performance guarantee.
37. District & Sessions Court, Karachi Central is not responsible to pay any interest/ benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization.
38. The successful bidder shall furnish Performance Guarantee within 03 working days of the receipt of the Acceptance/Award Letter from the Procuring Agency.
39. Performance Guarantee must be in the form of Bank Guarantee / CDR / PO/ DD / BC issued by a scheduled bank operating in Pakistan.
40. Performance Guarantee for a sum equivalent to 10% (Ten Percent) of the value of the contract.
41. Performance guarantee will not be adjustable against any payment.
42. **The supply should be executed promptly within 14 days.** In case, the firm fails to supply the stores within stipulated period, District & Sessions Court, Karachi Central reserves the right not to accept the supply, in part or in full and to claim liquidated damages @ 2% per Month (0.06% per day) subject to a maximum of 10% of the total value of stores ordered.
43. The supplies must be confirmed to the specification of supply order and free of defects in all respects. If the same is found defective, the same must be replaced immediately free of charge.

44. Deliveries shall be made to District & Sessions Court, Karachi Central, Block-D, M.A.Jinnah Road, Karachi.

45. SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.

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

Stamp & Signature

7. FORMAT OF BID FORM

To,

The Honorable,
District & Sessions Judge,
Karachi Central.

Sir,

Having examined the bidding documents, we, the undersigned, offer our services for the **“Procurement of UPS Invertor and Dry Batteries”** in conformity with the said bidding documents for the Total Bid Price of Pak Rupees (in figures _____ in words) or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this bid.

We undertake, if our bid is accepted, to complete the works in accordance with the Contract Execution Schedule. If our Bid is accepted, we will provide the performance security in the sum equivalent to 10% for the due performance of the Contract.

We agree to abide by this Bid for the period of Thirty (30) days from the date fixed for bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this-----day of -----2022.

WITNESS
Signature -----
Name -----
Title -----
Address -----

BIDDER
Signature -----
Name -----
Title -----
Address -----

8. BID SECURITY FORM

WHEREAS [Name of Bidder] (hereinafter called "**the Bidder**") has submitted its bid dated [date] for the "**Procurement of UPS Invertor and Dry Batteries**", (hereinafter called "**the Bid**").

KNOW ALL MEN by these presents that we [Name of the Bank] of [Name of Country] having our registered office at [Address of Bank] (hereinafter called "the Bank") are bound into the District & Sessions Court, Karachi Central, Pakistan (hereinafter called "the Purchaser") in the sum of _____, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this-----day of-----, 2022.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
or

If the Bidder does not accept the corrections of his Total Bid Price; or

If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

(a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;
or

(b) Fails or refuses to execute the Contract Form, when requested. Or

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

By [Bank]
(Title)
Authorized Representative

9. PERFORMANCE SECURITY FORM

To,
The Honorable,
District & Sessions Court,
Karachi Central

WHEREAS [Name of the Contractor] hereinafter called "the Contractor" has undertaken, in pursuance of the bid for "**Procurement of UPS Invertor and Dry Batteries**", dated _____ 2022, (hereinafter called "The Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of [Amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ____ day of _____, 2022, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____