**OFFICE OF THE PROJECT DIRECTOR-CUM-PROJECT ENGINEER ESTABLISHMENT OF PAEDIATRICS CARDIAC UNIT AT N.I.C.V.D KARACHI**

**Rafiqui (H.J.) Shaheed Road, Karachi-75510.**

**Phone No. 021-99201271-75 Ext. 452**

**Tender Document**

**Standard Bidding Documents**

**Procurement of I.T and Electronics equipment for the Establishment of Pediatrics Cardiac Unit at ground floor nursing hostel N.I.C.V.D Karachi.**

**NAME OF WORK:**  Establishment of Pediatrics Cardiac Unit at ground floor nursing hostel N.I.C.V.D Karachi. Rafiqui (H.J.) Shaheed Road, Karachi-75510 (Procurement of I.T and Electronics equipment)

**Issue to Mr. / M/S ----------------------------------------------------------------------------------------**

**Vide Dr. No. --------------- Dated ----------------------------- Amount Rs. -------------------------**

**Project Director-cum-**

**Project Engineer**

**Establishment of Pediatric Cardiac Unit**

**at N.I.C.V.D., Karachi.**

**BIDDING DATA**

1. Name of Procuring Agency:- Establishment of Pediatrics

Cardiac unit at ground floor nursing hostel N.I.C.V.D Karachi.

1. Brief Description of Work:- Procurement of I.T, Electronics

Equipment, furniture etc... for the Establishment of Pediatrics Cardiac Unit at ground floor nursing hostel N.I.C.V.D Karachi.

1. Procuring Agency Address Office of the Project Director-Cum-

Project Engineer Establishment of

Pediatrics Cardiac Unit at

N.I.C.V.D Karachi.

Office of the Project Director

1. Amount of Bid Security:- --
2. Period of Bid Validity (Days):- 28 days
3. Security Deposit (i/c Bid Security):- 5%
4. Percentage, if any , to be deducted from bills:- At Prescribed Rate
5. Deadline for Submission of Bids along with time:- **18-05-2017 upto 12:00 noon**
6. Venue, Time & Date of Bid Opening:- Office of the Project Director-Cum-

Project Engineer Establishment of

Pediatrics Cardiac Unit at N.I.C.V.D Karachi.

**18-05-2017 @ 01:00 pm**

1. Time for Completion from written order of

Commence:- 15 Days

1. Liquidity Damages:- At 10%

**CD No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: / /2017**

**Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Project Director-cum-**

**Project Engineer**

**Establishment of Pediatric Cardiac Unit**

**at N.I.C.V.D., Karachi.**

**CONDITIONS OF CONTRACT**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or item except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the PIU. Failing such authority the contractor shall have no claim to ask for payment of the articles.

The contractor shall proceed with the quotation with due expedition and without delay and complete the goods in the time allowed for carrying out the goods as entered in the quotation shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence is given to the contractor. And further to ensure good progress during the supply contractor shall be bound, in all in which the time allowed for supply of any item exceeds one month, to achieve target on the prorate basis.

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the **c**ompletion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

**(A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-

(i) Contractor causes a breach of any clause of the Contract;

(ii) The progress of any particular portion of the item is unsatisfactory and notice of 10 days has expired;

(iii) In the case of abandonment of the supply owing to the serious illness or death of the contractor or any other cause.

(iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

**(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) To finalize the supply of goods by the contractor.

**(C)** In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the supply of the goods or the performance of the contract,

(ii) However, the contractor can claim for the supply done at site duly certified by the executive engineer in writing regarding the performance of such supply and has not been paid.

Procuring Agency/Engineer may invite fresh quotation for remaining items.

**Clause 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the PIU to the **c**ontractor. If possession is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in supply of the items on account of sanction of estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause –5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the supply of goods) occurs or a variation order is issued which makes it impossible to complete the supply by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the goods shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause –6: Specifications.** The contractor shall supply the whole and every part of the goods in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to supply in writing relating to the goods signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the PIU for the purpose of supply during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made all such items and instructions as aforesaid.

**Clause – 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the supply of the goods may justify for all items executed and not included in any previous bill at least within time and the Engineer-in-charge shall take or cause to be taken the requisite goods of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction at prescribed rate if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for goods actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill.

**(B) The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the supply of the goods otherwise Engineer-in-charge’s certificate of the supply and of the total amount payable for the goods shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of goods are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

**(A)** Agency may issue a Variation Order for procurement of goods from the original contractor to cover any increase or decrease in items, including the introduction of new PIU items that are either due to change within the provision and as per contract.

**(B)** Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the supply and at the same rates, as are specified in the quotation for the supply. The contractor has no right to claim for compensation by reason of alterations or curtailment of the goods.

**(C)** In case the nature of the goods in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of goods and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

**(D)** The time for the completion of the supply shall be extended in the proportion that the additional item bear to the original quotations.

**(E)** In case of quantities of goods supplied result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those goods causing excess the cost of contract beyond 15% after approval of competent authority.

**(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the goods are separable from the original contract.

**Clause-10: Quality Control.**

**(A) Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during the Engineer-in-charge or his subordinate-in-charge of the PIU may instruct the contractor to uncover and test any part of the goods which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of supply already approved or paid.

**(B) Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and supply the goods so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Period mentioned in notice.

**(C) Uncorrected Defects:**

**(i)** In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re supply the items remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

**(ii)** If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

**(A) Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the PIU or in course of supply in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

**(B) Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to verify the goods shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor’s duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of goods before covering up.**

**(A)** No part of the goods shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the goods or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and checking such part of the goods or of examining such item.

**(B)** If any item is covered up or placed beyond the reach of PIU without such notice having been given, the same shall be uncovered at the contractor’s expense, and in default thereof no payment shall be made for such item for the materials with which the same was supplied.

**Clause – 13: Risks**. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the supply is in progress or become apparent within one month of the grant of the completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

10

**Clause-14: Sub-contracting**. The contractor shall not subcontract the whole of the goods, except where otherwise provided by the contract. The contractor shall not subcontract any part of the goods without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents’ servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

**Clause – 15: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Officer Incharge higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the goods and instructions, hereinbefore mentioned and as to the quality of goods, or items used on the PIU or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract orders or these conditions or otherwise concerning the goods, or the execution, of failure to supply the same, whether arising, during the supply of the goods.

**Clause –16: Site Clearance.** On completion of the supply the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor’s retention money. The contractor shall have no claim in respect of any surplus except for any sum actually realized by the sale thereof.

**CONTRACTOR Project Director-cum-**

**Project Engineer**

**Establishment of Pediatric Cardiac Unit**

**at N.I.C.V.D., Karachi.**

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| **NAME OF SCHEME:-** | | **ESTABLISHMENT OF PEDIATRIC CARDIAC UNIT AT N.I.C.V.D KARACHI.** | | | |
|  |  |  |  |  |  |
|  | **Description and rate of items based on Market (Office rates)** | | |  |  |
|  |  |  |  |  |  |
| **ITEM NO.** | **QTY.** | **DESCRIPTION** | **RATE** | **UNIT** | **AMOUNT IN RUPEES** |
| 1 | 1 | Photocopier Ricoh MP-2501 SP with Trolley “or equivalent” |  |  |  |
| 2 | 2 | Computer/ Desk system HP Prodesk 600 G2 SFF including Monitor LED 18.5 HP “or equivalent” |  |  |  |
| 3 | 1 | Printer HP Laser Jet 225dn “or equivalent” |  |  |  |
| 4 | 1 | Fax Machine |  |  |  |
| 5 | 2 | Computer Table of superior quality |  |  |  |
| 6 | 2 | Computer Chair |  |  |  |
| 7 | 1 | Executive Table |  |  |  |
| 8 | 1 | Executive Chair |  |  |  |
| 9 | 3 | Office Table |  |  |  |
| 10 | 10 | Visitors Chairs |  |  |  |
| 11 | 4 | File Cabinet |  |  |  |
| 12 | 2 | Split A/C 1.5 Ton |  |  |  |
| 13 | 1 | Refregrator |  |  |  |
| 14 | 2 | Cup board/Almirah |  |  |  |
| 15 | 1 | Conference Table |  |  |  |
| 16 | 8 | Chair of Conference Table |  |  |  |
| 17 | 1 | Multimedia with Screen & attachment |  |  |  |
| 18 | 1 | Scaner |  |  |  |
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| TOTAL IN WORDS & FIGURES:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
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| **CONTRACTOR** | | | **(SYED TANVEER HUSSAIN SHAH)** | | |
|  |  |  | Project Director-cum-Project Engineer | | |
|  |  |  | Establishment of Pediatrics Cardiac Unit | | |
|  |  |  | at N.I.C.V.D Karachi. | | |