Tender Documents

For Supply of Medicines Items:

**Instruction to Bidders/ Procuring Agencies.**

**General Rules and Direction for the Guidance of Contractors.**

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Cadet College Larkana. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instruction to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract has been notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media as per rules.
2. NIT States description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN/STN also.
3. Contents of Bidding Documents include but not limited to : Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled / item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.
4. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contactor be entitled to claim enhanced rates for any item in this contract.
5. The Cadet College Larkana shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
6. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed from of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.
7. The envelope containing the tender documents shall refer the name and number of the work.
8. All works shall be measured by standard instruments according to the rules.
9. Bidders shall provide evidence of their eligibility as and when requested by this institution.
10. Any bid received by the institution after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
11. Prior to the detailed evaluation of bids, the Cadet College Larkana will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
12. Bid without bid security of required amount and prescribed form shall be rejected.
13. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
14. **In case of schedule rates,** the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost
15. **In case of item rates,** If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the authority there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
16. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

**Contract / Bidding Data**

1. **Name of Procuring Agency** Cadet College Larkana
2. **Brief Description of Works Supply of Medicines Items (Details attached at Annex-A)**
3. **Procuring Agency’s Address:-** Near Moenjodaro Taluka Dokri District Larkana
4. **Estimated cost:-** Rs.605,000/-
5. **Amount of Bid Security:-**  2% of the total bid amount
6. **Period of Bid Validity (days): 60 days**
7. **Security Deposit / Earnest Money:** 50,000/-

**(including bid security):-**

(to be deposit by successful bidder)

1. **Percentage, if any, to be deducted from bills: Nil**
2. **Deadline for Submission of Bids along with time: 12 July 2017 (1200 hrs)**
3. **Venue, Time, and Date of bid Opening:-** Conference Room, Cadet College Larkana,

12 July 2017 (1300 hrs)

1. **Time for Completion from written order of commence:-** Contract for One Year
2. **Liquidity damages**: Rs.5,000/- (Rs.200/- per day of delay)
3. **Deposit Receipt No: Date: Amount:** (in words and figures)
4. The bids shall be accompanied by copies of the following:-
5. CNIC
6. NTN & STN / GST Registration certificate
7. Last three years income tax returns
8. Relevant experience of at least three years in Similar institutions
9. Proof of minimum turn over equal to at least 50% of estimated cost of tender during last three years.

**Principal**

**Cadet College Larkana**

**Conditions of Contract**

**Clause – 1: Commencement & Completion Dates for Handing/Taking over of the contract**

1. The bidders shall not enter upon or commence any portion or work except with the written authority and instruction of the Officer-in-charge or of in subordinate-in-charge of the contract. Failing such authority the bidder shall have no claim to ask for any claim for damages etc., whatsoever.
2. The contractor shall proceed with the procurement process with due expedition and without delay and carry on the assignment in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good results during the execution of the work/contract, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.
3. **The contractor/supplier shall be bound to provide all the required items at the campus as and when demanded for which no separate conveyance, loading and unloading charges to be provided.**
4. **The contractor/supplier shall be bound to supply all the items during the period of contract as per quoted rates and shall arrange to supply all items in good condition and proper quality and quantity at the campus/stores of this institution.**

**Clause- 2: Liquidated Damages.** The supplier shall pay liquidated damages to the Cadet College Larkana at the cost of the item as he is responsible to supply the items at the campus in good quality and quantity.

**Clause- 3: Termination of the Contract.** In case of abandonment of the contract owing to the serious illness or death of the contractor, the contractor shall nominate a person to supervise the land, failing which, the Principal/PD, shall rescind the contract, and in this case the security deposit of the contractor shall stand forfeited and the absolutely at the disposal of the College. It is also hereby declared and agreed upon that in the event of the default by the contractor in the observance of any of the terms and conditions mentioned heretofore, it shall be lawful for the Principal/Project Director Cadet College Larkana for forfeit full security deposit or part thereof, and cancel the agreement and bring the contractor on the black list. The action shall not be challenged in any Court of Law.

**Clause- 4: Cost of Conveyance, Loading and unloading etc.** The supplier shall be bound to pay the conveyance, loading and unloading charges for the supply of the items as per attached annexure.

**Clause- 5: Condition of the Items.** All items shall be supplied in good condition and as per required quantity

**Clause- 6: Taxes.** The contractor will bear all kinds of taxes applicable as per tax laws.

**Clause 7: Demands for the Supply.** The supplier shall arrange to present himself (or his representative) in the campus at least once a week

**Clause 8: Payments.** The payments shall be made to the contractor after proper scrutiny of the bills, completion of codal formalities and necessary approvals. Normal period for payment of bills shall be at least one month.

**Clause 9: Inspection of Operations.** The officer-in-charge and his subordinates, shall at all reasonable times have access to the supplies for supervision and inspection of supplied items, quality of services, provision of quantity.

**Clause 10: Risks.** The supplier shall be responsible for all risks of loss of or damage to physical property of facilities or related services at the premises and or personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion of contract, 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 expense from security deposit lying with the Cadet College Larkana.

**Clause 11: Measures for prevention of fire and other safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass or shall not alter/amend the college property without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor’s labour shall be paid by him.

**Clause 12: Sub-contracting.** The contractor shall not sublet the contract without written approval of the Principal/PD, Cadet College Larkana, failing which the Principal & Project Director may rescind the contract and the security deposit of the contractor shall thereupon stand forfeited.

**Clause 13: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Principal/PD, Cadet College Larkana, conclusive and binding on the contractorupon all questions relating to any claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause 14: Site Clearance.** After delivery of the items at central store, it would be responsibility of the supplier to clear the extra garbage if any enclosed with the items.

**Clause 15: Financial Assistance** is not allowed.

**Clause 16: Refund of Security Deposit /Retention Money.** On completion of the contract for the purpose of refund of Security Deposit to the contractor from the last date on which the contract is completed, the contractor shall submit his written request to competent authority and shall generate a clearance form from all the sections of the institution for no dues and consequently after submission of the clearance form, the security deposit lodged by a suppler shall be refunded to him after the expiry of three months from the date on which the contract is completed.

**Note: Detailed description of the supply items with quantity at attached at annexure - A.**

**Contractor Officer-in-Charge/**

**Admin Officer**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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CNIC No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Principal/PD,**

**Cadet College Larkana**

**Cadet College Larkana**

**TERMS AND CONDITIONS FOR SUPPLY OF MEDICINES ITEMS**

1. The contractor shall be bound to provide all items as and when demanded by the college after issuance of supply order by the authorized officer.
2. That the contractor will be bound to strictly adhere to the following terms and conditions :-
3. The supplier shall arrange to supply the items in good quality and as per required quantity at the central store of the Cadet College Larkana for which no any extra conveyance, travelling, loading and unloading charges shall be paid.
4. The supplier shall deposit Rs.30,000/- as security deposit. The same will be refunded after three months of the satisfactory completion of the agreement, i.e., one year if the contract period is not extended.
5. The supplier shall charge the amount as offered in the bill of quantities inclusive of all taxes and no extra payment shall be made in the shape of taxes etc.
6. The contract shall not be sublet without the written approval of the Principal/PD, failing which the Principal/PD may rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited.
7. In case of abandonment of the contract for any cause excepting death of the contractor, the Principal/PD Cadet College Larkana shall have power to rescind the contract, and in that case the security deposit shall stand forfeited and be absolutely at the disposal of the college. While, in case of demise of the contractor the security deposit shall be refunded in favour of the nominee nominated by the supplier.
8. The contract shall be valid for one year initially. The same could, however, be extended to three years with minimum 10% increase in rent and maximum to mutual consent. The contract may be terminated any time, if work of the contractor is found unsatisfactory and shall not be challenged in any court of law.
9. It is also hereby decided and agreed upon that in the event of the default by the contractor in the observance of any of the terms and conditions mentioned heretofore, it shall be lawful for the Principal and Project Director, Cadet College Larkana to forfeit full security deposit, or part thereof, and cancel the agreement and bring the contractor on the blacklist of Cadet College Larkana.
10. The contractor shall be responsible to make the supply within given time frame in case of delay the competent authority can impose a one time penalty maximum to Rs.5000/-.
11. No rate shall be charged in excess to the bill of quantities.
12. The supplier shall be required to provide all the as per approved specifications mentioned in Bill of quantities.
13. The supplier shall adhere to all the terms and conditions mentioned above and in the tender documents, duly signed by the contractor.
14. In case of willful default, contract may be cancelled at 15 day notice.
15. In case of cancellation of contract, the contractor shall be blacklisted.
16. This shall not be challenged in any court of law.

## Admin. Officer Contractor/Supplier

#### **Countersigned by**

**Principal & Project Director**

**Cadet College Larkana**

**BILL OF QUANTITIES**

**Name of Work & Description : Supply of Medicnines Items**

Separate sheet attached at annexure – A

**Contractor Officer-in-Charge/**

**Admin Officer**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Principal/PD,**

**Cadet College Larkana**