

## CERTIFICATE

In accordance with SPPRA's comments on receiving and redressing complaints received during tender processing, we have certified that no complaints have been received about the procurement process of the below-mentioned tender in this office.

PPMS ID: T00518-22-0001

Tender Name: REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT  
AND MACHINERY

Tender Reference: PROC/SMBBIT/(R&M-01)/2022-23

**PROF. SADQA AFTAB**

Department Of Anesthesia & ICU  
**PROF. DR. SADQA AFTAB**  
Chairperson - PC

HOD ICU & Anesthesiology Department,  
SMBB Institute of Trauma, Karachi

Professor Shahriyar Ghazanfer  
MRCG Ed. FCPS  
Department of Surgery  
Dow Medical College & Civil Hospital  
Dow University of Health Sciences  
Karachi.

**PROF. DR. SHAHRIYAR GHAZANFER**  
Member - PC  
Professor of Surgery,  
Dow University Health of Sciences, Karachi

**IR. MUHAMMAD IBRAHIM MEMC**  
Member - PC  
Deputy Secretary (PM&I),  
Health Department, Govt. of Sindh

**DR. GHULAM FATHIMA**  
Chief Pathologist  
Dr. Ghulam Fathima  
Chief Consultant Pathologist  
Central Lab  
Civil Hospital Karachi

**DR. BUSHRA ARSH**  
Member - PC  
Manager  
Supply Chain Management,  
SMBB Institute of Trauma, Karachi

**DR. BUSHRA ARSH**  
Manager Supply Chain  
SMBB Institute of Trauma

**MR. HAMMAD HUSSAIN**  
Member - PC  
Bio-Medical Engineer,  
SMBB Institute of Trauma, Karachi

**MR. MUHAMMAD FAHEEM**  
Member - PC  
Pharmacist,  
SMBB Institute of Trauma, Karachi

**DR. MUHAMMAD SABIR MEMON**  
Chief Operating Officer,  
SMBB Institute of Trauma, Karachi

**DR. MUHAMMAD SABIR MEMON**  
Chief Operating Officer  
SMBB Institute of Trauma  
Karachi



**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

No. PROC/SMBBIT/2022-23/247

Dated: 19-10-2022

**AWARD OF TENDER (A.O.T)**

M/s. BIOS,  
2nd Floor building No. 2C  
12 Commercial, Phase II Ext,  
Karachi, Pakistan

**Subject: REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23).**

1 Reference to our subject tender Dated: 23-08-2022 and letter of Acceptance Ref # PROC/SMBBIT/2022-23/212, Dated: 05-October, 2022; The rates quoted by you for repair and maintenance of the following medical equipment and machinery have been approved and accepted by the Competent Authority of SMBB Institute of Trauma. You are therefore requested to please initiate repair and maintenance work of the same at an early date after receipt of this order, to meet the urgent requirement, and send your bill in quadrilateral to the store office to arrange the payment from the Finance & Accounts Department of SMBB-IT.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	Qty	Unit Price	Total Price
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**SECTION C: LAUNDRY**

**DETAILS OF EQUIPMENT**

1	1	PRIMUS-USA	WASHER EXTRACTOR Size: 66 KG	1	645,833	7,750,000
2	2	PRIMUS-USA	WASHER EXTRACTOR Size: 55 KG	1		
3	3	PRIMUS-USA	WASHER EXTRACTOR Size: 28KG	1		
4	4	PRIMUS-USA	TUMBLE DRYER	2		
5	5	PRIMUS-USA	IRONER	3		

**G. Total**

**7,750,000**

**Amount in words: Rupees Seven Million Seven Hundred & Fifty Thousand only.**

*Signature*



**A. Servicing & Maintenance with all Parts & all Accessories:**

1. BIOS will carry out required Periodic Preventive Maintenance (PPM). The PPM will be carried out as per instructions given by Original Equipment Manufacturer (O.E.M) which includes: -
  - Function and operation safety check.
  - Adjustment, setting and lubrication.
  - Calibrations on all required parameters.
  - Correction of detected defects which result from normal wear and tear and replacement of parts, if necessary, to enhance quality.
  - Update of originally purchased software whenever made available by the factory.
  - Field modification, if any, recommended by the factory to improve performance and reliability.
2. BIOS will carry out all necessary repairs and replacement whether in parts, cards, controls, Screens, accessories or anything else as and when necessary to keep the said equipment / machinery functional. Furthermore, BIOS shall provide support to operating staff of the "Equipment"; as and when considered necessary by the Mechanical department SMBBIT.
3. BIOS will provide lubricants, greases, oil and all other material required for the servicing & maintenance of above-mentioned equipment.
4. BIOS will submit the service report to the Mechanical Engineer of SMBBIT along with checklist duly signed completed in all respects after successful completion of each PPM for verification and signatures by all concerned.

**B. Trouble Shooters:**

1. BIOS shall provide and maintain fully qualified engineers & technical staff to carry out the obligations under this contract. Such engineers or technologists or technical staff shall respond to service calls within working hours, in case deployed on call or immediately if available on floor, during the entire period of this contract.
2. BIOS on receipt of any complaint of malfunctioning of the equipment will immediately detail qualified service engineers or technical staff who will troubleshoot the fault & identify and replace defective part on site and submit defective part/s within 8 Hours to Mechanical department.

**C. Providing & Fixing of Spare Parts and Accessories:**

1. BIOS shall maintain all machinery & equipment which cover whole range of Cards, Main boards, parts, components, controls, Display panel, accessories and others to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the BIOS under contract period.
2. BIOS will be responsible to arrange the availability of fast moving spares & expendables off the shelf and supply and replace the part within 24 Hours. However, if the required parts are to be procured from the Manufacturer/ abroad; firm will arrange





the same fastest means within 4 to 8 weeks while BIOS provide backup or alternate for the same to manage the work load failure led to penalties as defined in Contract Agreement.

**D. Penalty:**

1. In case of nonperformance, poor and under performance and defaults attributable to the service provider and / or its staff, of the requirements / conditions as stated in the agreement and any deviation from the contents of the same may invoke penalties at per occurrence formula, which will be as follows:

“In case of non-satisfactory performance referred in Scope of Work and mentioned in the agreement clauses defined, **10%** of the support cost of one quarter shall be deducted on every non satisfactory task performed by service provider”.

**E. Force Majeure:**

Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure mentioned above.

The affected Party shall promptly notify the other Party in writing of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform its obligations.

Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations. Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Client of its payment obligations for the Services actually rendered by the Operator.

If an event of Force Majeure continues interruptedly for a continuous period of thirty (30) days, the parties may by mutual written consent terminate this Agreement, with effect from the date mutually agreed.

**F. Contract Termination:**

1. In case BIOS commits any breach of the terms and conditions contained in this Agreement, the SMBBIT Procuring Agency shall have the right to terminate / suspend this Agreement by providing thirty (30) calendar days' prior notice to the other. However, if the breach is remedied by the party in default, to the satisfaction of the aggrieved party, within the above said period the Agreement shall not be terminated / suspended.
2. The parties shall have the right to terminate this Agreement should any party engage in any conduct prejudicial to the image and goodwill of the other and/or its products by serving a thirty (30) days' advance written notice to the defaulting party.





3. Upon termination of this Agreement in accordance with the terms hereof, parties shall immediately, but not later than seven (07) days from the date of termination, pay to the other all amounts due. The termination of this Agreement for any reason shall extinguish all of parties' obligations to provide, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, limitation of liability, indemnification, dispute resolution and confidentiality etc. that shall survive the expiry and termination of this Agreement or which, by the terms, are to continue beyond the expiry and termination.

**The Procuring Agency shall have the right to suspend / terminate the Agreement and / or the Services in its sole option by giving advance notice of one (01) month.**

**G. Governing Law & Dispute Resolution:**

This Agreement and rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts at Karachi shall have the exclusive jurisdiction to try any matter under the law arising out of in connection with and relating to this agreement.

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred to on the application of either Party for final determination to a sole arbitrator mutually appointed by the Parties, or appointed by the Court, in case of dispute as to the appointment of Arbitrator, who shall act under the provisions of the Arbitration Act, 1940, The arbitration shall be conducted in Karachi, Pakistan.

The award of the arbitration shall be final and binding on the Parties and shall be enforceable by any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case.

Notwithstanding anything else contained herein, the Parties agree that time is of the essence in resolving such dispute(s).

The language of the arbitration shall be English.

In the course of arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration.

**H. Confidentiality:**

The parties, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this agreement. All information relating to the agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information ("Proprietary Information") The obligation of a Party in relation to the Proprietary Information shall not apply to that information which: Now or hereafter enters the public domain through no fault of that party; or can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party's written records;



or otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party.

**I. Amendments:**

Any Clause & Term & Condition may only be amended / modified in prior writing and signed by both Parties. This service work cannot be assigned by either Party to any third party without prior written permission of the other.

**J. Duration of Contract:**

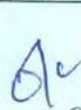
Contract will be awarded for the period of one year and further can be extended two for two years on same rates terms and condition subjected to satisfactory performance & mutual consent of both parties.

**K. General Conditions:**

1. Mechanical Department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
2. BIOS should provide proper plan of PM and calibration of said machinery from the date of contract starts.
3. BIOS shall not divulge or communicate to any person any trade secret or information pertaining to PA which is for the time being confidential and is not in the public domain and the information which the bidder or its employees may have received or obtained during the term of this agreement and or as the consequence of provision of the services. This clause shall survive even after the conclusion or termination of Contract Agreement.
4. BIOS must have complete range of calibrator, tester (tools) for above mentioned equipment which will be verified by our Mechanical engineer (mandatory).
5. BIOS shall find that normal service cannot maintain the equipment in good working condition, and parts are to be changed, or overhauling is required, then the BIOS would carry out the same with prior approval from Mechanical Engineer of SMBBIT.
6. If equipment is malfunctioning or not working properly then down time period would start i.e., if machine remain out of order for more than 3 day(s); then one and half day increase in contract of concerned equipment will be charged but if any part required from manufacturer, then downtime period not calculated for a month but after a month the down time should be calculated, are mentioned below;

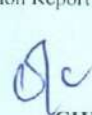
90%	→ No Down Time
Below 90%	→ 1.5 days increase daily
Below 75%	→ 3.5 days increase daily
Below 50%	→ 5 days increase daily

2	<b>Date of Repair &amp; Maintenance:</b> CFY 2022-23.
3	<b>Place of Repair &amp; Maintenance:</b> SMBB Institute of Trauma, Karachi.
4	<b>Name and Address of the Consignee:</b> Chief Operating Officer - SMBB Institute of Trauma, Karachi.
5	<b>PARTICULAR GOVERNING REPAIR &amp; MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:</b> As per policy given in the bid documents.
6	<b>INSPECTION :</b>
6.1	<b>Inspection Authority:</b> Nominated Inspection Committee of SMBB-IT, Concerned Department of repaired works.
	<b>PAYMENT : Through office of:</b>
7	The Finance Department SMBB-IT on production of the Delivery Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.
8	<b>SPECIAL INSTRUCTION:</b>
8.1	All the repair and maintenance work must be completed within the stipulated period. In case of failure, purchaser reserves the right to forfeit the security deposit and do repair and maintenance work from any other sources on risk and expenses of contractor without any notice. The Liquidated damages will be applicable as per Bid document.
8.2	The client if found damaged shall be replaced by contractor free of cost.
8.3	Sub-Standard work if found, the contractor required to do repair and maintenance work as per the contracted specification, and contractor will provide standard quality work in addition to the same without any additional expenses to the Government.
9	<b>Stamp duty:</b> @0.35% of ordered amount of Rs. 27,125/- shall be paid through E-stamp duty (www.estamps.gos.pk) and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).
10	The Contractor should ensure the quality of repair & Maintenance work.
11	Documents showing any set of exemption from duty taxes should also be attached with the bills.

  
**CHIEF OPERATING OFFICER / D.D.O**  
 SMBB INSTITUTE OF TRAUMA

**Copy to:**

- The Director (A&F)SPPRA with reference to SPPRA PPMS ID T00518-22-0001 & Evaluation Report # BE00518-22-0001-8
- Deputy Manager Biomedical, SMBB Institute of Trauma
- Store Incharge, SMBB Institute of Trauma
- Accounts & Finance Department, SMBB Institute of Trauma

  
**CHIEF OPERATING OFFICER / D.D.O**  
 SMBB INSTITUTE OF TRAUMA





# SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI

No. PROC/SMBBIT/2022-23/ 246  
Dated: 19-10-2022

## AWARD OF TENDER (A.O.T)

M/s. BIOS,  
2nd Floor building No. 2C  
12 Commercial, Phase II Ext,  
Karachi, Pakistan

### Sub: REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23)

1	Reference to our subject tender Dated: 23-08-2022 and letter of Acceptance Ref # PROC/SMBBIT/2022-23/212, Dated: 05-October, 2022; The rates quoted by you for repair and maintenance of the following medical equipment and machinery have been approved and accepted by the Competent Authority of SMBB Institute of Trauma. You are therefore requested to please initiate repair and maintenance work of the same at an early date after receipt of the this order, to meet the urgent requirement, and send your bill in quadrilateral to the store office to arrange the payment from the Finance & Accounts Department of SMBB-IT.						
S.#	Item No.	NAME OF ITEM	MODEL MAKE	Qty	Scope of Work	Unit Price	Total Price
<b>SECTION D: DETAILS OF EQUIPMENT</b>							
1	7	Mortuary	LEE	4	Service / Repair / Replacement of Parts & Calibration of Machine	253,500	1,014,000
<b>G. Total</b>							<b>1,014,000</b>
<b>Amount in word: Rupees One Million &amp; Fourteen Thousand Only.</b>							
2	<b>Date of Repair &amp; Maintenance:</b> CFY 2022-23.						
3	<b>Place of Repair &amp; Maintenance:</b> SMBB Institute of Trauma, Karachi.						
4	<b>Name and Address of the Consignee:</b> Chief Operating Officer - SMBB Institute of Trauma, Karachi.						
5	<b>PARTICULAR GOVERNING REPAIR &amp; MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:</b> As per policy given in the bid documents.						
6	<b>INSPECTION :</b>						
6.1	<b>Inspection Authority:</b> Nominated Inspection Committee of SMBB-IT, Concerned Department of repaired works.						
7	<b>PAYMENT : Through office of:</b> The Finance Department SMBB-IT on production of the Delivery Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.						
8	<b>SPECIAL INSTRUCTION:</b>						
8.1	All the repair and maintenance work must be completed within the stipulated period. In case of failure, purchaser reserves the right to forfeit the security deposit and do repair and maintenance work from any other sources on risk and expenses of contractor without any notice. The Liquidated damages will be applicable as per Bid document.						
8.2	The client if found damaged shall be replaced by contractor free of cost.						
8.3	Sub-Standard work if found, the contractor required to do repair and maintenance work as per the contracted specification, and contractor will provide standard quality work in addition to the same without any additional expenses to the Government.						
9	<b>Stamp duty:</b> @0.35% of ordered amount of Rs. 3,550/- shall be paid through E-stamp duty (www.estamps.gos.pk) and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).						
10	The Contractor should ensure the quality of repair & Maintenance work.						
11	Documents showing any set of exemption from duty taxes should also be attached with the bills.						

CHIEF OPERATING OFFICER / D.D.O  
SMBB INSTITUTE OF TRAUMA

#### Copy to:

- The Director (A&F)SPPRA with reference to SPPRA PPMS ID T00518-22-0001 & Evaluation Report # BE00518-22-0001-8
- Deputy Manager Biomedical, SMBB Institute of Trauma
- Store Incharge, SMBB Institute of Trauma
- Accounts & Finance Department, SMBB Institute of Trauma

CHIEF OPERATING OFFICER / D.D.O  
SMBB INSTITUTE OF TRAUMA





# SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI

No. PROC/SMBBIT/2022-23/245  
Dated: 19-10-2022

## AWARD OF TENDER (A.O.T)

M/s. Jasani Scientific,  
SC-45, Marium Square,  
Chandni Chowk, Stadium Road,  
Karachi, Pakistan

**Sub: REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23)**

1	Reference to our subject tender Dated: 23-08-2022 and letter of Acceptance Ref # PROC/SMBBIT/2022-23/190, Dated: 03-October, 2022; The rates quoted by you for repair and maintenance of the following medical equipment and machinery have been approved and accepted by the Competent Authority of SMBB Institute of Trauma. You are therefore requested to please initiate repair and maintenance work of the same at an early date after receipt of the this order, to meet the urgent requirement, and send your bill in quadrilateral to the store office to arrange the payment from the Finance & Accounts Department of SMBB-IT.							
S.#	Item No.	NAME OF ITEM / MAKE	MODEL	SERIAL #	Qty	Scope of Work	Unit Price	Total Price
<b>SECTION D: DETAILS OF EQUIPMENT</b>								
1	2	Phaco Emulsification System (9th Floor)	Nidek CV9000R	91395	1	Service /Repair/ Replacement of Parts & Calibration of Phaco Emulsification Machine, <b>WORK DESCRIPTION</b> Replacement of Compressor Assy of CV-9000R Calibration of Phaco Machine Calibration of Footswitch Service of Whole Unit 1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	543,750	543,750
<b>Total</b>								<b>543,750</b>
<b>Amount in word: Rupees Five Hundred Forty Three Thousand Seven Hundred &amp; Fifty Only.</b>								
2	<b>Date of Repair &amp; Maintenance:</b> CFY 2022-23.							
3	<b>Place of Repair &amp; Maintenance:</b> SMBB Institute of Trauma, Karachi.							
4	<b>Name and Address of the Consignee:</b> Chief Operating Officer - SMBB Institute of Trauma, Karachi.							
5	<b>PARTICULAR GOVERNING REPAIR &amp; MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:</b> As per policy given in the bid documents.							
6	<b>INSPECTION :</b>							
6.1	<b>Inspection Authority:</b> Nominated Inspection Committee of SMBB-IT, Concerned Department of repaired works.							
	<b>PAYMENT : Through office of:</b>							
7	The Finance Department SMBB-IT on production of the Delivery Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.							
8	<b>SPECIAL INSTRUCTION:</b>							
8.1	All the repair and maintenance work must be completed within the stipulated period. In case of failure, purchaser reserves the right to forfeit the security deposit and do repair and maintenance work from any other sources on risk and expenses of contractor without any notice. The Liquidated damages will be applicable as per Bid document.							
8.2	The client if found damaged shall be replaced by contractor free of cost.							
8.3	Sub-Standard work if found, the contractor required to do repair and maintenance work as per the contracted specification, and contractor will provide standard quality work in addition to the same without any additional expenses to the Government.							
9	<b>Stamp duty:</b> @0.35% of ordered amount of Rs. 1,905/- shall be paid through E-stamp duty (www.estamps.gos.pk) and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).							
10	The Contractor should ensure the quality of repair & Maintenance work.							
11	Documents showing any set of exemption from duty taxes should also be attached with the bills.							

CHIEF OPERATING OFFICER / D.D.O  
SMBB INSTITUTE OF TRAUMA

Copy to:

- The Director (A&F)SPPRA with reference to SPPRA PPMS ID T00518-22-0001 & Evaluation Report # BE00518-22-0001-8
- Deputy Manager Biomedical, SMBB Institute of Trauma
- Store Incharge, SMBB Institute of Trauma
- Accounts & Finance Department, SMBB Institute of Trauma

CHIEF OPERATING OFFICER / D.D.O  
SMBB INSTITUTE OF TRAUMA





**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

No. PROC/SMBBIT/2022-23/244  
Dated: 19-10-2022

**AWARD OF TENDER (A.O.T)**

M/s. Biomedical Star Enterprises,  
Plot # 3, Street # 8, Sector-VI,  
HBCHS,  
Karachi, Pakistan

**Sub: REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23)**

1	Reference to our subject tender Dated: 23-08-2022 and letter of Acceptance Ref # PROC/SMBBIT/2022-23/191, Dated: 03-October, 2022; The rates quoted by you for repair and maintenance of the following medical equipment and machinery have been approved and accepted by the Competent Authority of SMBB Institute of Trauma. You are therefore requested to please initiate repair and maintenance work of the same at an early date after receipt of this order, to meet the urgent requirement, and send your bill in quadrilateral to the store office to arrange the payment from the Finance & Accounts Department of SMBB-IT.								
S.#	Item No.	NAME OF ITEM / MAKE	MODEL	SERIAL #	Qty	Scope of Work	Unit Price	Total Price	
SECTION B: CENTRAL STERILE SERVICE DEPARTMENT									
DETAILS OF EQUIPMENT									
1	1	GETINGE Steam Sterilizer	S6613-ER2	2111188-090-01	1	Service / Repair / Replacement of Parts &,PPM of Machine  1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	2,200,000	2,200,000	
2	3	GETINGE Steam Sterilizer with LTSF Formaldehyde	HS6613-ER2	2111188-020-01	1		2,200,000	2,200,000	
3	4	GETINGE WASHER DISINFECTOR	46-5-303	W50037078	1		2,500,000	2,500,000	
4	5	GETINGE WASHER DISINFECTOR	46-5-303	W50037064	1		2,500,000	2,500,000	
5	6	GETINGE DRYER	A-363	WS50036365	1		3,200,000	3,200,000	
6	7	GETINGE DRYER	A-363	WS500s36366	1		3,200,000	3,200,000	
SECTION D: DETAILS OF EQUIPMENT									
7	8	Ultrasound machine (Ground Floor)	Sonoace R5	B1A310300000	1	Service / Repair / Replacement of Parts & Calibration of Machine  1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	650,000	650,000	
8	15	Mobile X-ray (1st Floor)	Movix 20 Dream	G-65772	1		3,500,000	3,500,000	
9	17	Mobile X-ray (12th Floor)	Movix 20 Dream	65779	1		3,500,000	3,500,000	
Total								23,450,000	
Amount in word: Rupees Twenty Three Million Four Hundred & Fifty Thousand Only.									
2	Date of Repair & Maintenance: CFY 2022-23.								
3	Place of Repair & Maintenance: SMBB Institute of Trauma, Karachi.								
4	Name and Address of the Consignee: Chief Operating Officer - SMBB Institute of Trauma, Karachi.								
5	PARTICULAR GOVERNING REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY: As per policy given in the bid documents.								
6	INSPECTION :								
6.1	Inspection Authority: Nominated Inspection Committee of SMBB-IT, Concerned Department of repaired works.								
7	PAYMENT : Through office of: The Finance Department SMBB-IT on production of the Delivery Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.								
8	SPECIAL INSTRUCTION:								
8.1	All the repair and maintenance work must be completed within the stipulated period. In case of failure, purchaser reserves the right to forfeit the security deposit and do repair and maintenance work from any other sources on risk and expenses of contractor without any notice. The Liquidated damages will be applicable as per Bid document								
8.2	The client if found damaged shall be replaced by contractor free of cost.								
8.3	Sub-Standard work if found, the contractor required to do repair and maintenance work as per the contracted specification, and contractor will provide standard quality work in addition to the same without any additional expenses to the Government.								
9	Stamp duty: @0.35% of ordered amount of Rs. 82,075/- shall be paid through E-stamp duty (www.estamps.gos.pk) and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).								
10	The Contractor should ensure the quality of repair & Maintenance work.								
11	Documents showing any set of exemption from duty taxes should also be attached with the bills.								

**Copy to:**

- The Director (A&F)SPPRA with reference to SPPRA PPMS ID T00518-22-0001 & Evaluation Report # BE00518-22-0001-8
- Deputy Manager Biomedical, SMBB Institute of Trauma
- Store Incharge, SMBB Institute of Trauma
- Accounts & Finance Department, SMBB Institute of Trauma

*AK*

**CHIEF OPERATING OFFICER / D.D.O  
SMBB INSTITUTE OF TRAUMA**

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**CHIEF OPERATING OFFICER / D.D.O  
SMBB INSTITUTE OF TRAUMA**





**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

No. PROC/SMBBIT/2022-23/212

Dated: October 05, 2022

**LETTER OF ACCEPTANCE**

M/s. BIOS,  
2nd Floor building No. 2C  
12 Commercial, Phase II Ext,  
Karachi, Pakistan

**Subject: LETTER OF ACCEPTANCE FOR REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23) NIT NO: PROC/SMBBIT/2022-23/17, Ref no: PROC/SMBBIT/(R&M-01)/2022-23**

- A. Notice Inviting Tender issued in respect of "REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY" to be supplied during the Financial Year 2022-23.
- B. The said Bid (Single Stage – One Envelope Procedure Basis) submitted on 23rd-August-2022, by your firm.
- C. Meeting of Procurement Committee of SMBB Institute of Trauma, Karachi was held on 23rd-August-2022, to open tender "REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY" as against each item(s).
- D. Procurement Committee of SMBB Institute of Trauma has evaluated the bid submitted by participant in detail and is pleased to inform you that you have been selected as the "Preferred Bidder" for Supply of below mentioned items. The Procuring Agency now wishes to offer you supply of these item(s) on terms & conditions as per bid documents of said NIT.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	Qty	Unit Price	Total Price
<b>SECTION C: LAUNDRY DETAILS OF EQUIPMENT</b>						
1	1	PRIMUS-USA	WASHER EXTRACTOR Size: 66 KG	1	645,833	7,750,000
2	2	PRIMUS-USA	WASHER EXTRACTOR Size: 55 KG	1		
3	3	PRIMUS-USA	WASHER EXTRACTOR Size: 28KG	1		
4	4	PRIMUS-USA	TUMBLE DRYER	2		
5	5	PRIMUS-USA	IRONER	3		

5/1



**A. Servicing & Maintenance with all Parts & all Accessories:**

1. BIOS will carry out required Periodic Preventive Maintenance (PPM). The PPM will be carried out as per instructions given by Original Equipment Manufacturer (O.E.M) which includes: -
  - Function and operation safety check.
  - Adjustment, setting and lubrication.
  - Calibrations on all required parameters.
  - Correction of detected defects which result from normal wear and tear and replacement of parts, if necessary, to enhance quality.
  - Update of originally purchased software whenever made available by the factory.
  - Field modification, if any, recommended by the factory to improve performance and reliability.
2. BIOS will carry out all necessary repairs and replacement whether in parts, cards, controls, Screens, accessories or anything else as and when necessary to keep the said equipment / machinery functional. Furthermore, BIOS shall provide support to operating staff of the "Equipment"; as and when considered necessary by the Mechanical department SMBBIT.
3. BIOS will provide lubricants, greases, oil and all other material required for the servicing & maintenance of above-mentioned equipment.
4. BIOS will submit the service report to the Mechanical Engineer of SMBBIT along with checklist duly signed completed in all respects after successful completion of each PPM for verification and signatures by all concerned.

**B. Trouble Shooters:**

1. BIOS shall provide and maintain fully qualified engineers & technical staff to carry out the obligations under this contract. Such engineers or technologists or technical staff shall respond to service calls within working hours, in case deployed on call or immediately if available on floor, during the entire period of this contract.
2. BIOS on receipt of any complaint of malfunctioning of the equipment will immediately detail qualified service engineers or technical staff who will troubleshoot the fault & identify and replace defective part on site and submit defective part/s within 8 Hours to Mechanical department.

**C. Providing & Fixing of Spare Parts and Accessories:**

1. BIOS shall maintain all machinery & equipment which cover whole range of Cards, Main boards, parts, components, controls, Display panel, accessories and others to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the BIOS under contract period.



the same fastest means within 4 to 8 weeks while BIOS provide backup or alternate for the same to manage the work load failure led to penalties as defined in Contract Agreement.

**D. Penalty:**

1. In case of nonperformance, poor and under performance and defaults attributable to the service provider and / or its staff, of the requirements / conditions as stated in the agreement and any deviation from the contents of the same may invoke penalties at per occurrence formula, which will be as follows:

“In case of non-satisfactory performance referred in Scope of Work and mentioned in the agreement clauses defined, **10%** of the support cost of one quarter shall be deducted on every non satisfactory task performed by service provider”.

**E. Force Majeure:**

Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure mentioned above.

The affected Party shall promptly notify the other Party in writing of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform its obligations.

Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations. Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Client of its payment obligations for the Services actually rendered by the Operator.

If an event of Force Majeure continues interruptedly for a continuous period of thirty (30) days, the parties may by mutual written consent terminate this Agreement, with effect from the date mutually agreed.

**F. Contract Termination:**

1. In case BIOS commits any breach of the terms and conditions contained in this Agreement, the SMBBIT Procuring Agency shall have the right to terminate / suspend this Agreement by providing thirty (30) calendar days' prior notice to the other. However, if the breach is remedied by the party in default, to the satisfaction of the aggrieved party, within the above said period the Agreement shall not be terminated / suspended.
2. The parties shall have the right to terminate this Agreement should any party engage in any conduct prejudicial to the image and goodwill of the other and/or its products by serving a thirty (30) days' advance written notice to the defaulting party.





3. Upon termination of this Agreement in accordance with the terms hereof, parties shall immediately, but not later than seven (07) days from the date of termination, pay to the other all amounts due. The termination of this Agreement for any reason shall extinguish all of parties' obligations to provide, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, limitation of liability, indemnification, dispute resolution and confidentiality etc. that shall survive the expiry and termination of this Agreement or which, by the terms, are to continue beyond the expiry and termination.

**The Procuring Agency shall have the right to suspend / terminate the Agreement and / or the Services in its sole option by giving advance notice of one (01) month.**

#### **G. Governing Law & Dispute Resolution:**

This Agreement and rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts at Karachi shall have the exclusive jurisdiction to try any matter under the law arising out of in connection with and relating to this agreement.

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred to on the application of either Party for final determination to a sole arbitrator mutually appointed by the Parties, or appointed by the Court, in case of dispute as to the appointment of Arbitrator, who shall act under the provisions of the Arbitration Act, 1940, The arbitration shall be conducted in Karachi, Pakistan.

The award of the arbitration shall be final and binding on the Parties and shall be enforceable by any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case.

Notwithstanding anything else contained herein, the Parties agree that time is of the essence in resolving such dispute(s).

The language of the arbitration shall be English.

In the course of arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration.

#### **H. Confidentiality:**

The parties, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this agreement. All information relating to the agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information ("Proprietary Information") The obligation of a Party in relation to the Proprietary Information shall not apply to that information which: Now or hereafter enters the public domain through no fault of that party; or can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or





indirectly, from the other party hereto as evidenced by the receiving party's written records; or otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party.

**I. Amendments:**

Any Clause & Term & Condition may only be amended / modified in prior writing and signed by both Parties. This service work cannot be assigned by either Party to any third party without prior written permission of the other.

**J. Duration of Contract:**

Contract will be awarded for the period of one year and further can be extended two for two years on same rates terms and condition subjected to satisfactory performance & mutual consent of both parties.

**K. General Conditions:**

1. Mechanical Department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
2. BIOS should provide proper plan of PM and calibration of said machinery from the date of contract starts.
3. BIOS shall not divulge or communicate to any person any trade secret or information pertaining to PA which is for the time being confidential and is not in the public domain and the information which the bidder or its employees may have received or obtained during the term of this agreement and or as the consequence of provision of the services. This clause shall survive even after the conclusion or termination of Contract Agreement.
4. BIOS must have complete range of calibrator, tester (tools) for above mentioned equipment which will be verified by our Mechanical engineer (mandatory).
5. BIOS shall find that normal service cannot maintain the equipment in good working condition, and parts are to be changed, or overhauling is required, then the BIOS would carry out the same with prior approval from Mechanical Engineer of SMBBIT.
6. If equipment is malfunctioning or not working properly then down time period would start i.e., if machine remain out of order for more than 3 day(s); then one and half day increase in contract of concerned equipment will be charged but if any part required from manufacturer, then downtime period not calculated for a month but after a month the down time should be calculated, are mentioned below;

90%	→ No Down Time
Below 90%	→ 1.5 days increase daily
Below 75%	→ 3.5 days increase daily
Below 50%	→ 5 days increase daily



S.#	Item No.	NAME OF ITEM / MAKE	MODEL	Qty	Scope of Work	Unit Price	Total Price
<b>-SECTION D: DETAILS OF EQUIPMENT</b>							
6	7	Mortuary	LEE	4	Service / Repair / Replacement of Parts & Calibration of Machine	253,500	1,014,000
<b>Total</b>							<b>8,764,000</b>
<b>Amount in word: Rupees Eight Million Seven Hundred &amp; Sixty-Four Thousand Only.</b>							

- 1 This Letter of Acceptance does not form a contractual or legal relationship under the relevant law of Pakistan between SMBB Institute of Trauma and the addressee of this "Letter of Acceptance".
- 2 Therefore, you are requested to confirm within seven (07) days from the date of receipt of this Letter of Acceptance, regarding your willingness to accept this offer for Supply to SMBB Institute of Trauma.
- 3 If agreed, Form of Contract on Non-Judicial Stamp Paper along with **@10% Security Deposit (Performance Security) i.e., Rs. 876,400/-** in the shape of Pay Order/Demand Draft or Bank Guarantee will be submitted by Contractor / Supplier to Procuring Agency in favor of SMBB Institute of Trauma, Karachi which will be released as per Terms & Conditions, Clause # 2 of bidding document.
- 4 **Stamp duty @0.35%** of ordered amount shall be paid through **E-stamp duty (www.estamps.gos.pk)** and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).
- 5 Documents showing any set of exemption from duty taxes should also attached with the bills.
- 6 Repair & Maintenance of above-mentioned items within the schedule given in Award of Tender. If it fails to deliver, 0.03% of the total bill amount per day, up to 10 percent limit after the completion period, depends upon the damages done due to non-repair.

*AV*

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**CHIEF OPERATING OFFICER / DDO**  
SMBB INSTITUTE OF TRAUMA

Copy to: -

- The Director (A&F) SPPRA with reference to SPPRA PPMS ID **T00518-22-0001** & Evaluation Report # **BE00518-22-0001-8**
- Accounts & Finance Department, SMBB Institute of Trauma.

*AV*

*Gr*

**CHIEF OPERATING OFFICER / DDO**  
SMBB INSTITUTE OF TRAUMA

*Received*  
*K. M. Khan*





**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

No. PROC/SMBBIT/2022-23/190  
Dated: *October 03, 2022.*

**LETTER OF ACCEPTANCE**

M/s. Jasani Scientific,  
SC-45, Marium Square,  
Chandni Chowk, Stadium Road,  
Karachi, Pakistan

**Subject: LETTER OF ACCEPTANCE FOR REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23) NIT NO: PROC/SMBBIT/2022-23/17, Ref no: PROC/SMBBIT/(R&M-01)/2022-23**

- A. Notice Inviting Tender issued in respect of "REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY" to be supplied during the Financial Year 2022-23.
- B. The said Bid (Single Stage – One Envelope Procedure Basis) submitted on 23rd-August-2022, by your firm.
- C. Meeting of Procurement Committee of SMBB Institute of Trauma, Karachi was held on 23rd-August-2022, to open tender "REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY" as against each item(s).
- D. Procurement Committee of SMBB Institute of Trauma has evaluated the bid submitted by participant in detail and is pleased to inform you that you have been selected as the "Preferred Bidder" for Supply of below mentioned items. The Procuring Agency now wishes to offer you supply of these item(s) on terms & conditions as per bid documents of said NIT.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	SERIAL #	Qty	Scope of Work	Unit Price	Total Price
<b>SECTION D: DETAILS OF EQUIPMENT</b>								
1	2	Phaco Emulsification System (9th Floor)	Nidek CV9000R	91395	1	Service /Repair/ Replacement of Parts & Calibration of Phaco Emulsification Machine, WORK DESCRIPTION Replacement of Compressor Assy of CV-9000R Calibration of Phaco Machine Calibration of Footswitch Service of Whole Unit 1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	543,750	543,750
<b>Total</b>								<b>543,750</b>
<b>Amount in word: Rupees Five Hundred Forty Three Thousand Seven &amp; Fifty Only.</b>								

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- 2 Therefore, You are requested to confirm within seven (07) days from the date of receipt of this Letter of Acceptance, regarding your willingness to accept this offer for Supply to SMBB Institute of Trauma.
- 3 If agreed, Form of Contract on Non-Judicial Stamp Paper along with @10% Security Deposit (Performance Security) i.e. Rs. 54,375/- in the shape of Pay Order/Demand Draft or Bank Guarantee will be submitted by Contractor / Supplier to Procuring Agency in favor of SMBB Institute of Trauma, Karachi which will be released as per Terms & Conditions, Clause # 2 of bidding document.
- 4 Stamp duty @0.35% of ordered amount shall be paid through E-stamp duty ([www.estamps.gos.pk](http://www.estamps.gos.pk)) and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).



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CHIEF OPERATING OFFICER / DDO  
SMBB INSTITUTE OF TRAUMA



Copy to:-

- The Director (A&F) SPPRA with reference to SPPRA PPMS ID T00518-22-0001 & Evaluation Report # BE00518-22-0001-8
- Accounts & Finance Department, SMBB Institute of Trauma.

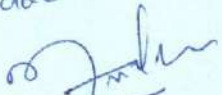


CHIEF OPERATING OFFICER / DDO  
SMBB INSTITUTE OF TRAUMA



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Nadeem

  
4/10/22





**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

No. PROC/SMBBIT/2022-23/ 191  
Dated: October 03, 2022

**LETTER OF ACCEPTANCE**

M/s. Biomedical Star Enterprises,  
Karachi, Pakistan

**Subject: LETTER OF ACCEPTANCE FOR REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY FOR (CFY 2022-23) NIT NO: PROC/SMBBIT/2022-23/17, Ref no: PROC/SMBBIT/(R&M-01)/2022-23**

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- Meeting of Procurement Committee of SMBB Institute of Trauma, Karachi was held on 23rd-August-2022, to open tender "REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY" as against each item(s).
- Procurement Committee of SMBB Institute of Trauma has evaluated the bid submitted by participant in detail and is pleased to inform you that you have been selected as the "Preferred Bidder" for Supply of below mentioned items. The Procuring Agency now wishes to offer you supply of these item(s) on terms & conditions as per bid documents of said NIT.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	SERIAL #	Qty	Scope of Work	Unit Price	Total Price
SECTION B: CENTRAL STERILE SERVICE DEPARTMENT								
DETAILS OF EQUIPMENT								
1	1	GETINGE Steam Sterilizer	S6613-ER2	2111188-090-01	1	Service / Repair / Replacement of Parts & PPM of Machine  1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	2,200,000	2,200,000
2	2	GETINGE Steam Sterilizer	HS6613-ER2	2111188-010-01	1		2,200,000	2,200,000
3	3	GETINGE Steam Sterilizer with LTSF Formaldehyde	HS6613-ER2	2111188-020-01	1		2,200,000	2,200,000
4	4	GETINGE WASHER DISINFECTOR	46-5-303	W50037078	1		2,500,000	2,500,000
5	5	GETINGE WASHER DISINFECTOR	46-5-303	W50037064	1		2,500,000	2,500,000
6	6	GETINGE DRYER	A-363	WS50036365	1		3,200,000	3,200,000
7	7	GETINGE DRYER	A-363	WS50036366	1		3,200,000	3,200,000
SECTION D: DETAILS OF EQUIPMENT								
8	8	Ultrasound machine (Ground Floor)	Sonoace R5	B1A310300000	1	Service / Repair / Replacement of Parts & Calibration of Machine  1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	650,000	650,000
9	15	Mobile X-ray (1st Floor)	Movix 20 Dream	G-65772	1		3,500,000	3,500,000
10	17	Mobile X-ray (12th Floor)	Movix 20 Dream	65779	1		3,500,000	3,500,000
Total								25,650,000
Amount in word: Rupees Twenty Five Million Six Hundred & Fifty Thousand Only.								

- This Letter of Acceptance does not form a contractual or legal relationship under the relevant law of Pakistan between SMBB Institute of Trauma and the addressee of this "Letter of Acceptance".
- Therefore, You are requested to confirm within seven (07) days from the date of receipt of this Letter of Acceptance, regarding your willingness to accept this offer for Supply to SMBB Institute of Trauma.
- If agreed, Form of Contract on Non-Judicial Stamp Paper along with @10% Security Deposit (Performance Security) i.e. Rs. 2,565,000/- in the shape of Pay Order/Demand Draft or Bank Guarantee will be submitted by Contractor / Supplier to Procuring Agency in favor of SMBB Institute of Trauma, Karachi which will be released as per Terms & Conditions, Clause # 2 of bidding document.
- Stamp duty @0.35% of ordered amount shall be paid through E-stamp duty ([www.estamps.gos.pk](http://www.estamps.gos.pk)) and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT).
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*OC*  
**CHIEF OPERATING OFFICER / DDO  
SMBB INSTITUTE OF TRAUMA**

*OC*  
**CHIEF OPERATING OFFICER / DDO  
SMBB INSTITUTE OF TRAUMA**

Copy to:-

- The Director (A&F) SPPRA with reference to SPPRA PPMS ID T00518-22-0001 & Evaluation Report # BE00518-22-0001-8
- Accounts & Finance Department, SMBB Institute of Trauma.

*Received*  
*[Signature]*





## CONTRACT AGREEMENT

NIT NO: PROC/SMBBIT/2022-23/17,  
Ref no: PROC/SMBBIT/(R&M-01)/2022-23

This Contract Agreement (hereinafter called the Agreement) made on 19 day of October-2022.

## M/S. BIOS

AND

WHEREAS the contractor has agreed to render certain services i.e. **“REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY”** to SMBBIT Karachi and has necessary know how and staff in the respect.

AND

Page 1 of 6



Brief particulars of the services which shall be provided by the Contractor are as under.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	Qty	Scope of Work	Unit Price	Total Price
<b>SECTION C: LAUNDRY DETAILS OF EQUIPMENT</b>							
1	1	PRIMUS-USA	WASHER EXTRACTOR Size: 66 KG	1	Service / Repair / Replacement of Parts & Calibration of Machine. 1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	645,833	7,750,000
2	2	PRIMUS-USA	WASHER EXTRACTOR Size: 55 KG	1			
3	3	PRIMUS-USA	WASHER EXTRACTOR Size: 28KG	1			
4	4	PRIMUS-USA	TUMBLE DRYER	2			
5	5	PRIMUS-USA	IRONER	3			

**A. Servicing & Maintenance with all Parts & all Accessories:**

1. BIOS will carry out required Periodic Preventive Maintenance (PPM). The PPM will be carried out as per instructions given by Original Equipment Manufacturer (O.E.M) which includes: -
  - Function and operation safety check.
  - Adjustment, setting and lubrication.
  - Calibrations on all required parameters.
  - Correction of detected defects which result from normal wear and tear and replacement of parts, if necessary, to enhance quality.
  - Update of originally purchased software whenever made available by the factory.
  - Field modification, if any, recommended by the factory to improve performance and reliability.
2. BIOS will carry out all necessary repairs and replacement whether in parts, cards, controls, Screens, accessories or anything else as and when necessary to keep the said equipment / machinery functional. Furthermore, BIOS shall provide support to operating staff of the "Equipment"; as and when considered necessary by the Mechanical department SMBBIT.
3. BIOS will provide lubricants, greases, oil and all other material required for the servicing & maintenance of above-mentioned equipment.
4. BIOS will submit the service report to the Mechanical Engineer of SMBBIT along with checklist duly signed completed in all respects after successful completion of each PPM for verification and signatures by all concerned.

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1. BIOS shall provide and maintain fully qualified engineers & technical staff to carry out the obligations under this contract. Such engineers or technologists or technical staff shall respond to service calls within working hours, in case deployed on call or immediately if available on floor, during the entire period of this contract.
2. BIOS on receipt of any complaint of malfunctioning of the equipment will immediately detail qualified service engineers or technical staff who will troubleshoot the fault & identify and replace defective part on site and submit defective part/s within 8 Hours to Mechanical department.

**C. Providing & Fixing of Spare Parts and Accessories:**

1. BIOS shall maintain all machinery & equipment which cover whole range of Cards, Main boards, parts, components, controls, Display panel, accessories and others to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the BIOS under contract period.
2. BIOS will be responsible to arrange the availability of fast moving spares & expendables off the shelf and supply and replace the part within 24 Hours. However, if the required parts are to be procured from the Manufacturer/ abroad; firm will arrange the same fastest means within 4 to 8 weeks while BIOS provide



backup or alternate for the same to manage the work load failure led to penalties as defined in Contract Agreement.

**D. Penalty:**

1. In case of nonperformance, poor and under performance and defaults attributable to the service provider and / or its staff, of the requirements / conditions as stated in the agreement and any deviation from the contents of the same may invoke penalties at per occurrence formula, which will be as follows:

“In case of non-satisfactory performance referred in Scope of Work and mentioned in the agreement clauses defined, 10% of the support cost of one quarter shall be deducted on every non satisfactory task performed by service provider”.

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Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure mentioned above.

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Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Client of its payment obligations for the Services actually rendered by the Operator.

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1. In case BIOS commits any breach of the terms and conditions contained in this Agreement, the SMBBIT Procuring Agency shall have the right to terminate / suspend this Agreement by providing thirty (30) calendar days' prior notice to the other. However, if the breach is remedied by the party in default, to the satisfaction of the aggrieved party, within the above said period the Agreement shall not be terminated / suspended.
2. The parties shall have the right to terminate this Agreement should any party engage in any conduct prejudicial to the image and goodwill of the other and/or its products by serving a thirty (30) days' advance written notice to the defaulting party.
3. Upon termination of this Agreement in accordance with the terms hereof, parties shall immediately, but not later than seven (07) days from the date of termination, pay to the other all amounts due. The termination of this Agreement for any reason shall extinguish all of parties' obligations to provide, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, limitation of liability, indemnification, dispute resolution and confidentiality etc. that shall survive the expiry and termination of this Agreement or which, by the terms, are to continue beyond the expiry and termination.

**The Procuring Agency shall have the right to suspend / terminate the Agreement and / or the Services in its sole option by giving advance notice of one (01) month.**

**G. Governing Law & Dispute Resolution:**

This Agreement and rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts at Karachi shall have the exclusive jurisdiction to try any matter under the law arising out of in connection with and relating to this agreement.

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred to on the application of either Party for final determination to a sole arbitrator mutually appointed by the Parties, or appointed by the Court, in case of dispute as to the appointment of Arbitrator, who shall act under the provisions of the Arbitration Act, 1940, The arbitration shall be conducted in Karachi, Pakistan.

The award of the arbitration shall be final and binding on the Parties and shall be enforceable by any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case.



Notwithstanding anything else contained herein, the Parties agree that time is of the essence in resolving such dispute(s).  
The language of the arbitration shall be English.  
In the course of arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration.

**H. Confidentiality:**

The parties, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this agreement. All information relating to the agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information ("Proprietary Information") The obligation of a Party in relation to the Proprietary Information shall not apply to that information which: Now or hereafter enters the public domain through no fault of that party; or can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party's written records; or otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party.

**I. Amendments:**

Any Clause & Term & Condition may only be amended / modified in prior writing and signed by both Parties. This service work cannot be assigned by either Party to any third party without prior written permission of the other.

**J. Duration of Contract:**

Contract will be awarded for the period of one year and further can be extended two for two years on same rates terms and condition subjected to satisfactory performance & mutual consent of both parties.

**K. General Conditions:**

- 1. Mechanical Department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
- 2. BIOS should provide proper plan of PM and calibration of said machinery from the date of contract starts.
- 3. BIOS shall not divulge or communicate to any person any trade secret or information pertaining to PA which is for the time being confidential and is not in the public domain and the information which the bidder or its employees may have received or obtained during the term of this agreement and or as the consequence of provision of the services. This clause shall survive even after the conclusion or termination of Contract Agreement.
- 4. BIOS must have complete range of calibrator, tester (tools) for above mentioned equipment which will be verified by our Mechanical engineer (mandatory).
- 5. BIOS shall find that normal service cannot maintain the equipment in good working condition, and parts are to be changed, or overhauling is required, then the BIOS would carry out the same with prior approval from Mechanical Engineer of SMBBIT.
- 6. If equipment is malfunctioning or not working properly then down time period would start i.e., if machine remain out of order for more than 3 day(s); then one and half day increase in contract of concerned equipment will be charged but if any part required from manufacturer, then downtime period not calculated for a month but after a month the down time should be calculated, are mentioned below;

90%	→ No Down Time
Below 90%	→ 1.5 days increase daily
Below 75%	→ 3.5 days increase daily
Below 50%	→ 5 days increase daily

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	Qty	Scope of Work	Unit Price	Total Price
SECTION D: DETAILS OF EQUIPMENT							
6	7	Mortuary	LEE	4	Service / Repair / Replacement of Parts & Calibration of Machine	253,500	1,014,000
G. Total							8,764,000
Amount in word: Rupees Eight Million Seven Hundred & Sixty-Four Thousand Only.							



Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Contract order(s)/ Letter of Acceptance where applicable.
  - b. The completed Form of Bid along with Schedules to Bid.
  - c. Condition of Contract & Contract Data
  - d. The priced Scheduled of prices
  - e. The specifications
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to Repair and Maintenance of medical equipment's & Machinery and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The client hereby covenants to pay the Contractor, in consideration of the execution and completion of the repair and maintenance of medical equipment's & Machinery as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **LIQUIDITY DAMAGES:** @0.03 percent of the Contract Price for each day of delay until actual Completion or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.
6. **PLACE OF REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:**  
SMBB Institute of Trauma, Karachi.
7. **PARTICULAR GOVERNING REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:** As per policy given in the bid documents.
8. **INSPECTION:** Nominated Inspection Committee of SMBBIT, Concerned Department.
9. **PAYMENT:** The Accounts & Finance Department SMBB-IT on production of the work Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.
10. **SECURITY DEPOSIT:** @10% Security Deposit (Performance Security) i.e. **Rs. 876,400/-** in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Contractor to Purchaser in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi (SMBBIT)**. Which will be released Clause # 2 of bidding document. (Terms & Conditions of bidding document).
11. **SPECIAL INSTRUCTION:** The Inspection Authority reserves the right to get any or all stores supplied against this Contract; tested by any respective Testing Laboratory/authority at the purchaser's discretion, before or after the acceptance of stores.



- 14.1 All the repair and Maintenance work must be completed within the stipulated period in case of failure; Client reserves the right to forfeit the security deposit and do repair and maintenance work from any other sources on risk and expenses of Contractor without any notice.
- 14.3 Sub-Standard work if found, the contractor required to do repair and maintenance work as contracted specification and Contractor will provide standard quality work in addition to the same without any additional expenses to the Government.
12. The Contractor / Manufacturer should ensure the repair of quality works.
13. **Stamp duty @0.35%** of ordered amount shall be paid through **E-stamp duty (www.estamps.gos.pk)** and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT), Karachi.
14. Documents showing any set of exemption from duty taxes should also be attached with the bills.


IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement in accordance with their respective hands and seals, the day, month and the year first above written.

This Contract for One year starting from the date of Award of contract, extendable further 2 years on yearly performance basis after approval from competent authority.

Signature of the Contractor

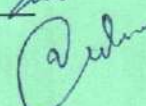
  
(Seal)

Signature of the Client


  
(Seal) DR. MUHAMMAD ASIM MIRZA  
Chief Operating Officer  
SMBB Institute of Trauma,  
Karachi

Signed, Sealed and Delivered in the presence of:

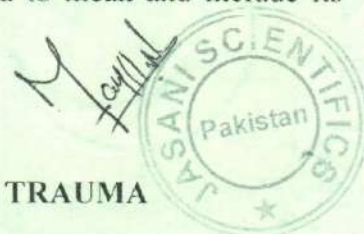
Witness:

Abdul Rehman Farooqui  
(Name, Title and Address) 

Witness:

  
(Name, Title and Address)  
MANAGER  
SUPPLY CHAIN MANAGEMENT  
SMBB Institute of Trauma, Karachi





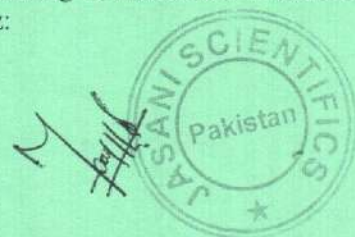


Brief particulars of the services which shall be provided by the Contractor are as under.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	SERIAL #	Qty	Scope of Work	Unit Price	Total Price
<b>SECTION D: DETAILS OF EQUIPMENT</b>								
1	2	Phaco Emulsification System (9th Floor)	Nidek CV9000R	91395	1	Service /Repair/ Replacement of Parts & Calibration of Phaco Emulsification Machine, WORK DESCRIPTION Replacement of Compressor Assy of CV-9000R Calibration of Phaco Machine Calibration of Footswitch Service of Whole Unit 1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	543,750	543,750
<b>Total</b>								<b>543,750</b>
<b>Amount in word: Rupees Five Hundred Forty Three Thousand Seven &amp; Fifty Only.</b>								

Now this agreement witnesseth as follows:

- In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
- The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - Contract order(s)/ Letter of Acceptance where applicable.
  - The completed Form of Bid along with Schedules to Bid.
  - Condition of Contract & Contract Data
  - The priced Scheduled of prices
  - The specifications
- In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to Repair and Maintenance of medical equipment's & Machinery and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- The client hereby covenants to pay the Contractor, in consideration of the execution and completion of the repair and maintenance of medical equipment's & Machinery as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- LIQUIDITY DAMAGES:** @0.03 percent of the Contract Price for each day of delay until actual Completion or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.
- PLACE OF REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:**  
SMBB Institute of Trauma, Karachi.
- PARTICULAR GOVERNING REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:** As per policy given in the bid documents.
- INSPECTION:** Nominated Inspection Committee of SMBBIT, Concerned Department.
- PAYMENT:** The Accounts & Finance Department SMBB-IT on production of the work Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.
- SECURITY DEPOSIT:** @10% Security Deposit (Performance Security) i.e. **Rs. 54,375/-** in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Contractor to Purchaser in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi (SMBBIT)**. Which will be released Clause # 2 of bidding document. (Terms & Conditions of bidding document).





11. **SPECIAL INSTRUCTION:** The Inspection Authority reserves the right to get any or all stores supplied against this Contract; tested by any respective Testing Laboratory/authority at the purchaser's discretion, before or after the acceptance of stores.

14.1 All the repair and Maintenance work must be completed within the stipulated period in case of failure; Client reserves the right to forfeit the security deposit and do repair and maintenance work from any other sources on risk and expenses of Contractor without any notice.

14.3 Sub-Standard work if found, the contractor required to do repair and maintenance work as contracted specification and Contractor will provide standard quality work in addition to the same without any additional expenses to the Government.

12. The Contractor / Manufacturer should ensure the repair of quality works.

13. **Stamp duty @0.35%** of ordered amount shall be paid through **E-stamp duty (www.estamps.gos.pk)** and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT), Karachi.

14. Documents showing any set of exemption from duty taxes should also be attached with the bills.

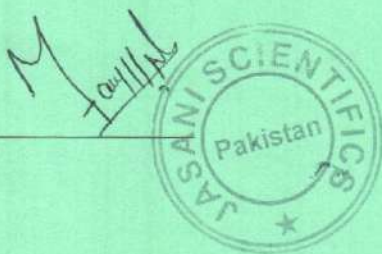
IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement in accordance with their respective hands and seals, the day, month and the year first above written.

This Contract for One year starting from the date of Award of contract, extendable further 2 years on yearly performance basis after approval from competent authority.

Signature of the Contractor

Signature of the Client

(Seal)



(Seal)



Signed, Sealed and Delivered in the presence of:

Witness:

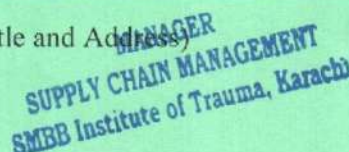
Witness:

(Name, Title and Address)

\_\_\_\_\_

(Name, Title and Address)

\_\_\_\_\_









Brief particulars of the services which shall be provided by the Contractor are as under.

S.#	Item No.	NAME OF ITEM / MAKE	MODEL	SERIAL #	Qty	Scope of Work	Unit Price	Total Price
SECTION B: CENTRAL STERILE SERVICE DEPARTMENT: DETAILS OF EQUIPMENT								
1	1	GETINGE Steam Sterilizer	S6613-ER2	2111188-090-01	1	Service / Repair / Replacement of Parts & PPM of Machine 1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	2,200,000	2,200,000
2	2	GETINGE Steam Sterilizer	HS6613-ER2	2111188-010-01	1		2,200,000	2,200,000
3	3	GETINGE Steam Sterilizer with LTSF Formaldehyde	HS6613-ER2	2111188-020-01	1		2,200,000	2,200,000
4	4	GETINGE WASHER DISINFECTOR	46-5-303	W50037078	1		2,500,000	2,500,000
5	5	GETINGE WASHER DISINFECTOR	46-5-303	W50037064	1		2,500,000	2,500,000
6	6	GETINGE DRYER	A-363	WS50036365	1		3,200,000	3,200,000
7	7	GETINGE DRYER	A-363	WS500s36366	1		3,200,000	3,200,000
SECTION D: DETAILS OF EQUIPMENT								
8	8	Ultrasound machine (Ground Floor)	Sonoace R5	B1A310300000	1	Service / Repair / Replacement of Parts & Calibration of Machine 1. Warranty period for repair / replacement of parts work must be given if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.	650,000	650,000
9	15	Mobile X-ray (1st Floor)	Movix 20 Dream	G-65772	1		3,500,000	3,500,000
10	17	Mobile X-ray (12th Floor)	Movix 20 Dream	65779	1		3,500,000	3,500,000
Total								25,650,000
Amount in word: Rupees Twenty Five Million Six Hundred & Fifty Thousand Only.								



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2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Contract order(s)/ Letter of Acceptance where applicable.
  - b. The completed Form of Bid along with Schedules to Bid.
  - c. Condition of Contract & Contract Data
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4. The client hereby covenants to pay the Contractor, in consideration of the execution and completion of the repair and maintenance of medical equipment's & Machinery as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
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SMBB Institute of Trauma, Karachi.
7. **PARTICULAR GOVERNING REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY:** As per policy given in the bid documents.
8. **INSPECTION:** Nominated Inspection Committee of SMBBIT, Concerned Department.
9. **PAYMENT:** The Accounts & Finance Department SMBB-IT on production of the work Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.
10. **SECURITY DEPOSIT:** @10% Security Deposit (Performance Security) i.e. **Rs. 2,565,000/-** in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Contractor to Purchaser in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi (SMBBIT)**. Which will be released Clause # 2 of bidding document. (Terms & Conditions of bidding document).
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12. The Contractor / Manufacturer should ensure the repair of quality works.
13. **Stamp duty @0.35%** of ordered amount shall be paid through **E-stamp duty (www.estamps.gos.pk)** and the paid receipt and agreement should have to be submitted to the Procurement department (SMBB-IT), Karachi.



14. Documents showing any set of exemption from duty taxes should also be attached with the bills.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement in accordance with their respective hands and seals, the day, month and the year first above written.

This Contract for One year starting from the date of Award of contract, extendable further 2 years on yearly performance basis after approval from competent authority.

Signature of the Contractor



(Seal)

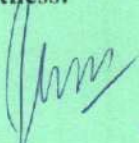
Signature of the Client

  
DR. MUHAMMAD SADIR MEMON  
Chief Operating Officer  
SMBB Institute of Trauma,  
Karachi

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

  
M. Amint

(Name, Title and Address)

Witness:

  
MANAGER

(Name, Title and Address)  
SUPPLY CHAIN MANAGEMENT  
SMBB Institute of Trauma, Karachi