

STANDARD BIDDING DOCUMENT (SBD)



GOVERNMENT OF SINDH SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA (SMBBIT), KARACHI

TENDER TITLE: PROVISION OF SECURITY SERVICES AS PER SPPRA RULE 46(2)

TENDER REFERENCE# PROC/SMBBIT/(SECURITY-02)/2023-24

NOTE:

- 1. TENDER FEE: RS. 5,000/- (NON-REFUNDABLE) IN SHAPE OF PAY ORDER IN FAVOR OF SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI.**
- 2. NO TENDER WILL BE ACCEPTED AFTER CLOSING OF THE TENDER BOX, WHAT SO EVER REASON MAY BE.**
- 3. ALL THE PARTICIPANTS MUST SIGN EACH & EVERY PAGE OF BID DOCUMENTS, ELSE OFFER WILL BE REJECTED.**

TABLE OF CONTENT

S.NO	DESCRIPTION	PAGE
1.	TITLE	01
2.	TABLE OF CONTENT	02
3	BIDDING DATA	03
4.	INSTRUCTIONS TO BIDDERS	04 - 06
5.	TERMS & CONDITIONS OF TENDER	07 – 10
7.	TECHNICAL EVALUATION CRITERIA (MANDATORY) (ANNEXURE-A)	11
8.	BID EVALUATION CRITERIA	12 – 13
9.	TECHNICAL EVALUATION CRITERIA (MARKING) (ANNEXURE-B)	14 – 15
10.	SCOPE OF WORK / SCHEDULE OF REQUIREMENTS (ANNEXURE-C)	16 – 24
11.	BID LETTER FORM	25
12.	CONTRACT AGREEMENT FORM	26 – 27
13.	FORM OF PERFORMANCE SECURITY	28 – 29
14.	AFFIDAVIT	30
15.	INTEGRITY PACT	31

BIDDING DATA SHEET

PROCURING AGENCY	SMBB Institute of Trauma
ADDRESS	Chand Bibi Road, Karachi
BID VALIDITY	90 Days, As per SPPRA Rule 2010 (amended till date)
AMOUNT OF BID SECURITY	5% of Total Bid Quoted Price
LAST DATE OF SELLING OF BID	As per Mentioned in NIT
DATE OF SUBMISSION OF BID	As per Mentioned in NIT
PLACE OF SUBMISSION	Planning & Procurement Dept. 13 th Floor at SMBB Institute of Trauma, Karachi
PERFORMANCE SECURITY	10% of the Contract Value
LANGUAGE OF BID	English
CURRENCY OF BID	PKR
BIDDING PROCEDURE	Single Stage Two Envelope Procedure 46(2) / SPPRA Rule(Complete in Single Package)
ADVANCE PAYMENT	No Advance Payment will be allowed
PERIOD OF COMPLETION	One year from the date of Award of Contract & Extendable for further two years on yearly basis, after the approval from Competent Authority

INSTRUCTIONS TO BIDDERS

1. **Shaheed Benazir Bhutto Institute of Trauma** invites sealed bids on **Single Stage Two Envelope Systems 46(2)** as per Sindh Public Procurement Rules 2010, (Amended till date) from service providers for “**PROVISION OF SECURITY SERVICES**” (As Per SPPRA Rule 46(2)) **Tender Reference No: PROC/SMBBIT/(SECURITY-02)/2023-24.**
2. The tender shall be submitted with all documents in sealed envelope. The envelope must contain tender inquiry Number on the top, the name of the Bidder should be affixed on the face of the envelope. Envelope should be sealed and addressed to **Planning & Procurement Department 13th Floor at Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** and inserted in Tender box by hand or mail on the scheduled date and time, else tender will not be entertained and would be returned unopened to the bidders.
3. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.
4. Bidders should examine carefully the table of content. They should visit and inspect the site at their own expense, responsibility and obtain all necessary information prior to submitting the tender. Any detail/specification missing in the document should be obtained from **Planning & Procurement Department 13th Floor at Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** before bidding. Once the tender is submitted, it will be assumed that no further clarification was required.
5. Tender Fee in shape of pay order in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT), Karachi** must be attached; else the offer will be rejected.
6. Bidder will attach **BID SECURITY** (as per amount mentioned under Bidding Data) in shape of pay order issued from any scheduled Bank of Pakistan in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT), Karachi** submits with sealed financial proposal.
7. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing and stamped the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.
8. The Bidder shall indicate on the appropriate Price Schedule (in PKR) the units (where applicable) and total bid price of the goods/services it proposes to supply/execute under the contract.
9. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the Procuring Agency may seek and accept clarification to the bids that do not change substances of the bids.

10. The Procuring Agency may reject all or any bid or proposal at any time prior to the acceptance of a bid or proposal. Subject to relevant provision of SPPRA Rules, 2010 (Amended till Date). The Procuring Agency upon request communicate to bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.
11. The quoted rates should include all costs of whatsoever description and expenses necessary for the whole work together with all risks, taxes, liabilities and obligations, specific or implied, in the Tender Documents. Arithmetical errors, if any shall be corrected and Tender price amended accordingly.
12. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
13. Clarification, revision, addition or deletion, in the tender documents may be made by the authority before the submission and opening of Tender in the form of Addendum/Corrigendum. This will be made only by formal Addendum/ Corrigendum issued by the concerned authority and will become part of the contract documents. Each Addendum shall be signed by the Vendor and returned with other Tender documents.
14. The vendor has to quote only one rate for each work as per tender specifications. Hand written tenders or any over writing, cutting, should be signed.
15. The entire Tender Documents, listed duly priced, signed & stamped on each page and completed must reach at designated place in due time and dates as defined in the Bidding Data of the Tender.
16. Contractors who win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
17. No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
18. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or fails to sign the contract in stipulated time if the bid is accepted.
19. Conditional tender and tender without bid security shall not be considered.
20. Bids shall remain valid for a period of 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
21. Bids submitted late due to any reason whatsoever, shall not be considered and returned unopened to the bidder or his authorized representative.
22. Bid / offer will be evaluated as per criteria for evaluation of bid's terms & conditions.

23. The tendered rate should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies will be deducted from the bill of the contractors / suppliers.
24. **Bid price should be inclusive of all applicable Government taxes (Income Tax / General Sales Tax / Sindh Sales Tax & 0.35% Stamp Duty of the value of the contract amount will be affixed on the contract agreement of the full contract value by the Contractors / Suppliers.**
25. **All documents should be submitted duly paginated / flagged and the detailed of the documents should also be mentioned in front of the Index, else Procurement Committee reserves the right to accept or reject bid.**
26. **Technical Evaluation:** It will be examined in detail of the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in B.O.Q to Bid will compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the scope of work will also review.
27. **Financial Evaluation:** It will be examined in detail whether the bids comply with the Financial / contractual conditions of the Bidding Documents. It is expected that no material deviation / stipulation shall be taken by the bidders.

TERMS & CONDITIONS OF TENDER

1. Taxes will be deducted from the contractor's bill as imposed by the Government from time to time as well as Contractor will pay all the Government Institution's Contribution himself.
2. **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Pay Order / Demand Draft or Bank Guarantee (as per amount mentioned under Bidding Data Sheet) in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**. The same will be released after successful completion of contract period. Moreover, security deposit shall be forfeited by the Procuring Agency if contractor fails to comply with terms and condition of the contract at any stage during contract period.
3. Contractor will not be allowed to participate in any Political / Immoral / Illegal activities in the premises of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.
4. Contractor will not be allowed to sublet the contract except defined specifically otherwise.
5. The Procuring agency reserves the right at the time of contract award to decrease, the items / quantities of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
7. In case of any dispute contractor will approach the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**. The decision of the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**, will be final.
8. In case of any dispute, decision of the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** shall be final and contractor will not challenge the decision in the Court of Law.
9. The **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** has the right to cancel the contract at any stage and without issuing; any prior notice in case of violation of **Agreement / ToR** is proved as well as damages to the prestige or property of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.
10. Contractor will be responsible for any theft or pilferage committed by any of his employees. The employee will be liable to punishment under the rules.
11. In case of breach of the contract by the contractor, contract will be forfeited partly or fully as decided by the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.

12. Any condition / clause of the Contract can be included / amended if required in the interest of the **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi with the mutual understanding of both parties.
13. Contractor shall have its own equipment required to maintain security. Equipment must be approved by the Authorized / Nominated Officer of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi before commencement of contract.
14. The Contractor should not violate or allow his Staff to violate the rules of the Government of Sindh.
15. In case of violation of any rule, the contractor may be fined and legal action will be initiated against him.
16. Contractor shall be responsible for his staff.
17. The Contract is for one year starting from the date of agreement and extendable for further two years on yearly basis, after the approval from Competent Authority of SMBBIT, Karachi.
18. Document(s) for Evaluation of Services must be paged / flagged by the bidders.
19. Payment will be made on monthly basis subject to satisfactory report from concerned offices or through an inspection committee.
20. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
21. Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
22. Stamp duty should be placed on contract agreement (as per the govt.-approved rate) on stamp paper of value (Rs.100).
23. Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor; was false and materially inaccurate or incomplete at any stage.
24. 20% of the due Sindh Sales Tax (if applicable) will be deducted from the bill of the Contractors / Suppliers while remaining 80% will be deposited by the Contractors / Suppliers themselves.
25. Conditional tender and tender without bid security shall not be considered.
26. GST / Income Tax & SRB Certificates must be accompanied with tender.
27. The Procuring Agency may reject all or any bid at any time prior to the acceptance of a bid or proposals, subject to the relevant provision of SPP Rules, 2010 (Amended till date)
28. No tender will be entertained without bid security. The bid security will be forfeited to Government Treasury, in case of non-submission of performance security within seven (7) Days of receipt of the

Letter of Acceptance.

29. If the contractor fails to give services within the stipulated period, liquidity charges will be imposed.
30. The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees 10 million in case of goods and 2.5 million in case of services. Failure to sign such Integrity Pact shall make the bidder non-responsive.
31. If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Bidding Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in Bidding Data. Once the maximum is reached, the Procuring agency may consider termination of the Contract.

32. REJECTION / ACCEPTANCE OF BID

1. A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
2. The bid shall be rejected if:
 - 2.1 it is substantially non-responsive in a manner prescribed in this tender document; or
 - 2.2 it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
 - 2.3 bidder has conflict of interest with the SMBBIT; or
 - 2.4 bidder engages in corrupt or fraudulent practices in competing for Contract award; or
 - 2.5 bidder tries to influence the bid evaluation / Contract award; or
 - 2.6 bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 2.7 unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
 - 2.8 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 2.9 qualified by vague and indefinite expression such as **“subject to prior confirmation”**, **“subject to immediate acceptance”** etc. will be treated as vague offers and rejected accordingly; or
 - 2.10 without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
 - 2.11 bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
 - 2.12 bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / B.O.Q; or
 - 2.13 bid submitted with shorter bid validity period; or
 - 2.14 bidder fails to meet the minimum evaluation criteria requirements; or
 - 2.15 bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
 - 2.16 bidder refuses to accept the corrected Total Bid Amount / Price; or
 - 2.17 the Bidder has been blacklisted by any public or private sector organization; or
 - 2.18 bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
 - 2.19 rates quoted by bidder are not workable (not meeting the requirements of minimum wages,

Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

33 PROCESS TO BE CONFIDENTIAL

1. No company shall contact SMBBIT on any matter relating to its tendering process from the time of opening to the time of bid evaluation report announcement.
2. Any effort by a bidder to influence SMBBIT in the evaluation, comparison or selection decision may result in the rejection of its bid.

34 COMPLIANCE CERTIFICATE

I / We completely agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached)

Full Address _____

Rubber Stamp _____

TECHNICAL EVALUATION CRITERIA**(MANDATORY)**

S.#	MANDATORY REQUIREMENTS	YES	NO
01.	Compliance of Terms & Conditions / Instructions mentioned in the SBD. 1. Attached authorized person CNIC copy. 2. Signed & stamped each and every page of Terms & Condition & all bidding documents. (If compliance of above points not found offer will be rejected).		
02.	Company Profile including detail of Infrastructure, staff with contact Nos. List of Equipment's and contact details of the Offices/branches available with address.		
03.	Security Plan for SMBB Institute of Trauma Karachi.		
04.	Valid No Objection Certificate (NOC) of Ministry of Interior / Provincial Home Departments for providing security services in the country / Province.		
05.	Valid membership with All Pakistan Security Agencies Association (APSAA)		
06.	Valid Registration with Pakistan Telecom Authority (PTA).		
07.	Valid Sindh Sales Tax / Sindh Board of Revenue Certificate (Copy must be attached).		
08.	Valid certificate of Registration of Employees Old-Age Benefit Institution (E.O.B.I).		
09.	Valid certificate of Social Security Registration of Employees. Registration Certificate with S.E.S.S.I.		
10.	Valid registration with S.E.C.P of Firm.		
11.	Should be registered with Income Tax Department (Copy must be attached).		
12.	Valid Copy of Professional Tax 2022-23 (Certificate must be attached).		
13.	Copy of Financial year Paid Tax Return (Last three financial years)		
14.	Submission of undertaking on legal valid and attested stamp paper that the bid prices shall not be in violation of minimum wages set by the Government of Pakistan.		
15.	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and litigated by any institute of Federal, Provincial Government or any Department / Agency / Organization / autonomous body or Private Sector Organization anywhere in Pakistan (As per attached sample).		
16.	Submission of undertaking on legal valid and attested stamp paper that the Contractor Paid staff salaries between 1 st to 5 th dates of every month.		
17.	Bidder already providing same services at SMBB-IT should obtain & attach a satisfactory Performance certificate from competent authority.(For the financial year in which the bidder last provided its services).		
18.	Copy of the Pay order / Bank Draft of Bid security / Earnest money should be attached without showing the amount along with technical bid document. (Original bid security should be attached with financial proposal).		

Note: The bids not responsive to the above MANDATORY ELIGIBILITY CRITERIA shall not be eligible for further Technical Evaluation. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.

BID EVALUATION CRITERIA

- a. **THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS** SPPRA Rule-2(x) amended till date.
- b. The bids not responsive to the **MANDATORY QUALIFICATION CRITERIA** provided at **Annexure-A** shall not be eligible for further Technical Evaluation.
- c. If a bidder elects to submit alternative bid without enclosing a separate tender purchased slip / pay order and Bid security of requisite amount in shape of pay order, Bid form and valid Manufacturer Authorization, all such alternative bids will be rejected as non-responsive.
- d. **Bids are invited as per Single Stage – Two Envelope Procedure** in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended Till Date). In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- e. The following merit point system for weighing evaluation factors / criteria will be applied for technical bids / proposals. Bidders achieving **minimum 70% marks** will be qualified and considered only for further process / evaluation besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
- f. Technically qualified/successful bidder(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- g. Financial Bids of Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- h. Bids not accompanied by the Bid Security of required amount in form of pay order shall be rejected.
- i. The technical evaluation carried out by the Procurement Committee, SMBB Institute of Trauma, Karachi will be final, which will be assessed on experience basis of the Consultant(s) in the relevant specialty.
- j. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
- k. Unsuccessful Bidder should take their unapproved samples within 30 days after the BER announcement; Institute will not be responsible for any claim made after 30 days
- l. Marks obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (**Technical Score + Financial Score**).
- m. The formula for technical scoring is “**Technical Marks / Score = Total Technical Marks of the respective bidder x 0.7**”.

- n. The formula for financial scoring is that the lowest bidder gets 30% Marks and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

EXAMPLE:

TECHNICAL EVALUATION

The formula to calculate the technical points / marks / score of the bidder is given below:

Technical Marks / Score = Total Technical Marks of respective bidder x 0.7

• **Solved Example of Financial Scoring:**

Technical scoring out of 100 = 85

Carried Forward & Prorated Technical scoring = 85 x 0.70

FINANCIAL EVALUATION

The formula to calculate the Marks for the price by the bidders other than lowest bidder is given below:

• **Financial Evaluation Score of individual quoted Product:**

= [Lowest quoted price of the item ÷ Next higher proposed price of the competing item] x Total Allocable financial score

• **Solved Example of Financial Scoring:**

If the lowest quoted price of an item is Rs. 86/- the same lowest will obtain score as below:

= [86 ÷ 86] x 30 = 30

= 30 marks being the lowest bidder for the quoted item

If the next higher quoted price of the same item is Rs. 105/- the marks obtained will be:

= [86 ÷ 105] x 30 = 24.57

If the next higher quoted price of the same items is Rs. 130/- the marks obtained will be:

= [86 ÷ 130] x 30 = 19.84 Marks and so on

TECHNICAL EVALUATION CRITERIA
(MARKING)

1. The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
2. Bidders achieving minimum 70% points / marks will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

S. #	Evaluation Parameters/Sub-parameters	Maximum Points.
1	Experience in Handling Security Services Contracts Throughout Pakistan	Max. 10
1.1	Established during 2016-2020	05
1.2	Established during 2011-2015	07
1.3	Established during 2010 or early	10
2	Relevant Experience Documentary proof (copies of contract or Purchase Orders with satisfactory performance certificate of same organization) should be furnished. if no valid attachment is provided then no marks. No point shall be given for less than 12 month's period.	Max. 20
2.1	Experience of providing Security Services more than or equal to 10 years.	20
2.2	Experience of providing Security Services equal to or more than 5 years but less than 10 years.	10
3	Prior Similar Experience with the Public / Private Sector HOSPITAL for providing the Security Services for a minimum period of 12 months during the last five (05) years ending on the deadline for bid submission. (Valid documentary evidence showing the required details to be attached). NOTE: - If a contract extended by the employer(s) for next 12 month or more periods all such projects shall be considered as a separate yearly Project(s). No point shall be given for less than 12 month's period.	Max. 20
3.1	Providing the 200 or more Guard's at a time (10 points for each yearly contract – Max. 20 points)	20
3.2	Providing the 150 or more Guard's at a time(7.5 points for each yearly contract – Max. 15 points)	15
3.3	Providing the 100 or more Guard's at a time(5 points for each yearly contract – Max. 10 points)	10
3.4	Providing the 50 or more or more Guard's at a time (2.5 points for each yearly contract – Max. 5 points)	05

4	Human Resource / Total Number of Employees on Bidder's Payroll (Supported with attested EOBI's most recent contribution payment slip)	Max. 10
4.1	Above 50 Employees	00
4.2	Above 100 Employees	10
4.3	Above 200 Employees	15
5	Weapon License Attested Copies of Licenses must be attached	Max. 10
5.1	Semi-Automatic 222 or 223 or 5.56 Bore 1 mark for each License (Maximum 10 marks)	10
5.2	Semi-Automatic MP5 of .32 Bore / .30 Bore 1 mark for 5 Licenses (Maximum 5 marks)	05
6	Relevant & Valid ISO Certification	Max. 10
6.1	Yes	10
6.2	No	00
7	Average Annual Turnover during the last 03 fiscal years	Max. 10
7.1	Above PKR 150 million	00
7.2	Above PKR 200 million	05
7.3	Above PKR 250 million	10
8	Client's Satisfactory Performance Certificate issued during the last 5 years by any Public Sector Organization OR any Private Sector Large National / Multi-National organization registered with SECP. (Please provide satisfactory performance letter / certificate issued during the last 3 years)	Max. 10
8.1	Above 15 Clients	10
8.2	Above 10 Clients	05
8.3	Above 5 Clients	00
	Total Points	100

- a) Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- b) Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.
- c) Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.

SCOPE OF WORK / SCHEDULE OF REQUIREMENTS / BILL
OF QUANTITY
PROVISION OF SECURITY SERVICES FOR
SMBBIT, KARACHI

PART A: HUMAN RESOURCES

SMBB Institute of trauma reserves the right to increase / decrease or deletes the quantities of services at the time of award of contract and also reserves the right to enhance the quantity of services without any change in unit price or other terms and conditions at any time during the contract period.

S.#	Particular	Required Staff	Age Limit	Experience	Rate per person	Rate Per Month	Rate Per Year
01	Trained Head Supervisor	01	Up to 50 Years	5 Years' Experience in relevant post			
02	Trained Supervisors	03	Up to 45 years	3 Years' Experience in relevant post			
03	Trained Security Guards (Armed)	10	Up to 40 years	5 Years' Experience in relevant post			
04	Trained Security Guards (Un-Armed)	110	22 years to 35 years	2 Years' Experience in relevant field			
05	Trained Lady Searcher	25	30-40 years	2 Years' Experience in relevant field			
06	Security Clerk	01	Up to 35 years	2 Years' Experience in relevant field			
Total		150					

Note 1: Financial proposal must be submitted on company letter head duly signed / stamped/ typed in figure and words of the total amount; else the offer would be rejected.

Note 2: Security Staff will work under supervision of the Chief Security Officer of SMBB Institute of Trauma Karachi All security personnel who deployed at SMBBIT mandatory to submit Police verification certificate individually by security provider.

Subsequent Year's price increase of offered Services (in terms of percentage), in case contract is renewed	
2nd Year	10% (percent) Escalation in first year's price
3rd Year	10% (percent) Escalation in second year's price

SECURITY COMPANY'S SCOPE OF WORK

- 1. Aim:** To establish foolproof security arrangements to ward off any subversive / untoward incident. The following are the scope of work to be performed if hired for provision of security services for SMBBIT.
- Provide Security on 24/7 basis.
 - Maintain harmony under stressful situation.
 - Maintain **Traffic Inflow** during peace and emergency time and facilitate parking of vehicles as per policy of the SMBBIT as well as provide security & Monitoring of dedicated parking slots.
 - Provide Security to all Staff in ER and in the Hospital premises.
 - Frequent updates on Emergency Plans and procedure with SMBBIT.
 - Provide monitoring on all activities 24/7.
 - Security Agency will be responsible to provide the Security to the Hospital assets and any other job assigned by the SMBBIT in this regard.

a) SECURITY GUARDS

- i. The company shall provide Security Guards at designated location(s) to provide security cover, and also Security Guards with Automatic / Semi-automatic / rapid-fire weapon as per given schedule of duty timing.
- ii. The company shall provide and ensure that each guard on duty has received and understood written instructions of basic duties and has the following in his possession.
 1. Company card and copy of Computerized National Identity Card (CNIC).
 2. Torch for guards on evening and night duties
 3. Standard Uniform (like badges Cap Shirt Bot belt whistle etc.)
 4. Weapon(s) with ammunition of agreed kind and quality to be provided only to the relevant security guard as per the requirement / request of SMBBIT administration.
 5. The Guard will be called "**Standing Security Guard**" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the company under all circumstances.
 6. The company shall be bound to execute the directives of the SMBBIT Standing Security Orders, which will be conveyed to the company through Email, WhatsApp message / SMS or Letter etc.
 7. The company shall be responsible to provide satisfactory services at all key points of SMBBIT premises with the following conditions:
 - a. The company shall maintain extra guards to be readily available with the company as the substitute for the supervisors/Guards who become absent /short/sick at the company's own enrollment for which the SMBBIT Management will not make any extra payment.
 - b. The company shall deploy energetic, smart and healthy, well trained ex-armed forces personnel (preferable) or well-trained civilians with perfect turnout, smart uniform and fully competent to meet security requirements / demands at sensitive/vulnerable points in consultation with the security incharge of the SMBBIT / Nominated Officer SMBBIT designated for the purpose.
 - c. Upon unsatisfactory performance of the supervisor/guards as determined by the SMBBIT Management, the contract agreement shall be terminated by giving one month's notice to the Security Company. Unsatisfactory performance includes:
 - Unable to provide desired number of security guards / supervisors / lady searchers.

- Absence of security guard(s) from duty
 - Non-Attendance of office on scheduled / prescribed time.
 - Casual performance of duty by guard(s)
 - During the period of agreement, the responsibility of any loss and damage due to unsatisfactory performance of the security company.
 - Non-reporting of major incidents to SMBBIT management that occurs in the SMBBIT premises
- d. Daily attendance shall be marked as per the approved attendance system of the SMBBIT. Security Company head office shall also submit the Daily Attendance Sheet. Month wise bill be submitted to SMBBIT, on 1st week of every month regularly.
- e. The guard services must be on shift basis according to labor laws each day with different guard at each shift shall be provided by the company to SMBBIT.
- f. The company of active performance of duties by the security guards and working of mechanical security system round the clock, seven days a week even on holidays and shall maintain a supervisory network of its own to ensure presence.

b) MECHANICAL SECURITY SYSTEM:

1. The company shall provide **“Hand-Held Metal Detectors”**.
2. The company shall provide **“under carriage Car-Search Mirror”**.
3. The company shall provide **“Walk through Gate”**.
4. The company shall provide communication in shape of **“Walkie-talkies intercommunication system”**.
5. The company shall provide and install the equipment mentioned at **serial No i, ii, iii, and v** from the first day of this agreement, till its end /termination, whichever occur earlier.
6. The company shall provide its above listed equipment in good quality and condition and ensure its proper activation / operation throughout the period of contract agreement.
7. The ownership of the companies above listed equipment shall rest with the company. However, it shall not be replaced after its installation from the location without the prior written approval of the SMBBIT Management.
8. During the period for which the equipment is taken out for repair or replacement, the company shall provide its replacement of the same nature, quality and condition, without affecting security services. However, upon termination of this agreement, the company shall be permitted to remove all its apparatus /equipment installed in the premises.
9. The company shall ensure activation of the equipment round the clock, seven days a week, without any interruption.
10. The possible use of **Hand-Held Metal Detector, Car search mirrors, walk through gates and walkie-talkies**, will be defined in a mutually agreed Standing Operation Practices to be devised at each location.
11. The company shall be responsible for the maintenance of its equipment.
12. The SMBBITmanagement shall provide adequate space, light and power at the premises for installation and operation of the equipment.
13. The company shall be responsible for proper and effective use of Mechanical Security Systems.
14. The company shall comply with all the instructions as and when given by the SMBBIT Management regarding services and use of all equipment.
15. The company shall be responsible to provide **“Walk Though Security System”** and central alarm service, as and when / wherever, required by SMBBIT.

2. THE GUARD'S DUTIES SHALL INTER ALIA INCLUDE THE FOLLOWING

1. Prevention of entry into offices /installation premises trusted in the charge of the company, of any person not authorized by SMBBIT Management or any person who lacks proper identification or intrudes the secured premises.
2. Prevent pilferage of items /equipment/property belonging to SMBBIT from the premises placed under the charge of the company as per written instructions issued by the authorized officer of the SMBBIT Management. Proper inventory list will be prepared and checked by both the parties or any part of property will not be removed without a proper gate pass.
3. Inform concerned authorized officer of the SMBBIT Management promptly and accurately, of any occurrence detrimental to the security of the installation premises and property of the SMBBIT placed under charge of the company.
4. **TO TAKE PROPER ACTION IN CASE OF EMERGENCIES LIKE:**
 - 4.1 Fire, rising of alarm and proper communication to fire brigade and officer in charge of the installation and arrange rescue activities.
 - 4.2 Forced Entry will be promptly reported to the local police station, SMBBIT security in charge and Security Company's head office for appropriate action.
 - 4.3 Law and order situation will be promptly reported to the local police station, SMBBIT Security in charge and the security company head office of the company for appropriate action. All entry points shall be closed under such situation.
 - 4.4 Provide medical assistance to SMBBIT Management to any person injured in the premises. The provision of medical coverage and its cost shall be borne by SMBBIT, in case, if the negligence is in part of the SMBBIT.
 - 4.5 To carry out daily checking of all security lights, entry points and locked premises for their effectiveness after office hours or on closed holidays.
 - 4.6 Patrolling / picketing the installation as per specific written orders peculiar to the installation prepared by the company and approved by the SMBBIT administration.
 - 4.7 To properly brief the relieving guard, about any situation concerning the security.
5. Security guards must have undergone, Fire Fighting Trainings and elimination of the subversive activities (bidder is bound to provide the training certificate on the demand of SMBBIT). Further coordination with concerned secret agencies; special police, local police and civil defense authorities will be done at site and to take immediate remedial measures.
6. The guard shall perform duties including security of SMBBIT personnel, installations, its property and fire fighting in any eventuality of a fire disaster or any other likely attack by the human being or group of human beings.
7. During the validity of the contract agreement, in case damage occurs to the property or personnel of the SMBBIT and due to outbreak of fire or any other eventuality caused by the negligence of the security guards, the company shall be wholly responsible and liable for paying for such losses occurred to SMBBIT, as a result of their negligence, to be decided by a committee consisting of representatives, in equal number of both the parties, which will decide the matter after considering the following:
 - 7.1 Negligence of security guards amounting to an act of omission or commission as a result to which loss occurs as enlisted in the indemnity clause.
 - 7.2 Negligence of guards in case of the fire, or other disaster, which is caused by any act omission and commission of security guards.

7.3 Any fire/disaster, which erupts from outside as a result of any calamity and accident and is beyond the control of security guards, will not fall under the indemnity clause.

7.4 The Company shall notify its representatives who will be contracted for immediate replacement in the event of unsatisfactory performance of deputed personnel.

3. PENALTY:

1. The Security Company is bound to provide guards on every cost for sensitive areas, in case of any loss due to lapse Security Company will be held responsible.
2. In case of any damage / loss to SMBBIT due to Security lapse herewith for determination of liability a committee constituted by the SMBBIT management having representation from Security Company will investigate the matter and fix the responsibility. The recommendation of the committee shall be a binding on the company to pay the losses.
3. In case of any theft / damage at go down premises, the security company will be held responsible to pay the entire losses to the SMBBIT as determined by the Committee constituted by the Competent Authority.
4. Overage and underage guards will not be accepted for duty and no salary shall be paid for them.
5. In case of placement of inefficient guard / placement of, lethargic guards, guards without proper uniform, SMBBIT reserve the rights to impose penalty up to Rupees 500/-.

4. HUMAN RESOURCE:

Staff will work according to the table provided below by the authorized officer of SMBBIT, Tiest at designated location(s). This could be adjusted according to the future requirements of the SMBBIT.

1. The contractor shall be responsible to provide satisfactory services at SMBBIT, by deploying energetic, and healthy, well-trained workers with approved uniform.
2. In case of any dispute between guard / workers and the contractor the matter shall be, referred to the SMBBIT for arbitration whose decision shall be final.
3. Undisciplined guards and /or guards involved in immoral activities will not be allowed to serve in the SMBBIT.
4. Contractor will be bound to change the guards who will be unwanted by the SMBBIT management immediately.
5. **The employees will work according to government rules / policy:**
 - 5.1 The services to be provided by the contractor must be according to labor laws.
 - 5.2 Child labor rules and basic human rights will not be violated by the Contractor.
 - 5.3 Age of worker shall not be less than 18 years.
 - 5.4 Contractor shall be bound to provide the sanctioned strength of Guards at all-time even on holiday.
 - 5.5 Contractor shall be bound to pay the minimum salary to its employees working at SMBBIT as per the prevailing rates fixed by the Provincial Government.

5. CONFIDENTIALITY:

1. The company shall ensure that all employees performing, the services shall not any time during the validity of the contract agreement or thereafter, will not disclose any information whatsoever, to any person, as to be affairs of the SMBBIT or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services. If in the opinion of the SMBBIT Management there has been any such disclosure the person concerned shall immediately be dismissed from the service of the company and other necessary action shall also be initiated with the consultation of SMBBIT management.

6. RESPONSIBILITIES OF THE COMPANY:

1. In addition to the services to be performed by the company specified above, the company shall provide at additional cost to the SMBBIT such supervision of its employees as in necessary to adequately fulfill its obligation.
2. The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
3. The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the SMBBIT nor any of its personnel shall be held liable for either of the above in any manner.
4. The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with SMBBIT employees.
5. The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the SMBBIT management regarding their service matters that is the sole responsibility of the company.
6. The SMBBIT may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.
7. The company shall be responsible for the deployment of security guards at all vulnerable points as per the agreement. However, for any new site, for which order of deployment will be issued by SMBBIT management, the company shall be responsible to deploy security guards and install the security system after the issuance of work order within **seven days**. In case of delay, if any incident takes place, it shall be covered under the indemnity clause.
8. The Security Company will use its own frequency for communication (Walkie-Talkies) to the SMBBIT.

7. RESTRICTION OF ASSIGNMENT / TAKE OVER

1. The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the SMBBIT to terminate its services forthwith.
2. If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the SMBBIT shall be entitled to terminate its services forthwith.

8. SECURITY MEASURES

1. The Security Company shall maintain the proper record at main gate during the IN& OUT of vehicle / visitors at site.
2. The Security Company shall provide the thumb impression device to put the thumb of Security Guards to ensure their attendance in time. Besides the attendance would be verified by the in charge.
3. The Security Company shall be responsible to ensure the safety and security of SMBBIT assets moveable and immovable including warehouse.
4. Arms shall be in working condition at all the time. Armed Guards equipped with sufficient cartridges.

9. GENERAL CONDITIONS

1. SMBBIT at its discretion can reduce / increase the number of guards, on agreed rate of payment and on the same terms & conditions, on the request of relevant in charges in case of emergencies. However, the in charge have to immediately inform the SMBBIT Management. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.
2. Security Company shall ensure the availability of adequate reserve guards. In case of absence casual or other leave by any Security Guard, the Security Company shall provide the alternate guard from the

reserve guards in case of absence of any Security Guard, the Security Company shall be liable to provide the required strength at site otherwise SMBBIT reserve the right to impose the penalty as per agreement.

3. Security Company shall ensure the placement of Guards, strictly in accordance with agreement, Terms and Conditions.
4. SMBBIT can increase / decrease the number of guards. In this situation the Security Company will be informed in writing accordingly. In case of number of guards increased / decreased upon directives of SMBBIT, the payment shall be made / adjusted on the agreed rates.
5. The contractor will provide physically fit and sound in health armed guard, properly uniform and ensure that each guard must have following documents:
 - i. Attested photocopy of NADRA Computerized Card.
 - ii. Original Service Card issued by the Security Company.
 - iii. Photocopy of license, certificate of weapon held by the guard.
 - iv. Copy of Certified discharge work issued by Ex-Armed Forces.
- 6. Without uniform, Lethargic, inefficient, over and below age guards will not be accepted.**
7. This agreement would effect from the date of Signing of this agreement and shall continue in force unless and until it is determined in accordance with the provisions regarding termination of agreement.
8. The Security Company would response to cover all financial rates of Security Guards, including payment of salary and compensation to the Guards and all type of taxes and levies whether acquired through collective bargaining or otherwise and all the expenditure for providing allied services.
9. Any increase or decrease in any levies or rates imposed by the Government / CBA, wages and / or salaries fluctuation in market rates of equipment, materials, etc. during the currency of this agreement shall be on the Security Company's account and no claims for such increase shall be entertained by the SMBBIT.
10. Any taxes/duties already in place or levied by the Government during the currency of the agreement will be on Security Company's account and no claim shall be entertained by the SMBBIT. If during the subsistence of this agreement or any renewal thereof any case, tax charges or surcharge is levied in respect of the services which are subject of this agreement, by the Federal, Provincial or Local Government. Such case, tax charges or surcharge, as the case may be, payable by the Security Company.
11. SMBBIT will not be liable to make any extra payment if the Security Company is to provide services In the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.
12. The Security Company will keep tile SMBBIT free of any liability for the clause of compensation, if any to any employee of the Security Company in case of their injury, death etc.
13. Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the Security Company for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Security Company, SMBBIT shall in no way be responsible for any compensation in this connection.
14. One-month prior notice in writing shall be served by either party for termination of contract.
15. Upon the termination of this agreement the Security Company shall be permitted to remove all its apparatus and equipment which may have been placed in the premises.
16. SMBBIT shall make the payment to the Security Company on monthly basis after submission of bill in detail with attendance sheet with name of Un-Armed Guards/Armed Guards duly verified SMBBIT representative.
17. Copy of register, indicating entry and exit of vehicles.

18. Details showing arrival / dispatches of vehicles SMBBIT warehouses.
19. In case of any dispute or difference arising between the parties hereto relating to the interpretation or effect of any clause of this Agreement, the same shall be referred to **Executive Director, SMBBIT** or his nominee as Arbitrator and his decision shall be final and binding upon the parties hereto.
20. The Security Company shall be responsible to complete all documentation, if notified from time to time.
21. The Security Company shall be responsible to maintain all the record along with details of Guards for onward submission to SMBBIT as and when required.
22. The Security Company will ensure that they have enough financial capacity to pay at least two-month salary timely to the deputed Security Guards / Manpower in SMBBIT and Security Company should be submitting such undertaking signed by CEO/CFO or Managing Partner on attested stamp paper of value Rs. 100/-.

10.PERIOD OF AGREEMENT AND DEPLOYMENT OF SECURITY That the Security Company shall commence on and from _____ to _____ operate and provide security services in respect of the SMBBIT premises address / location as follow:

11.PLACEMENT OF GUARDS AND ALLIED SERVICES

1. Security Guards shall be provided without gap for twenty-four hours (24) per day and seven (7) days per week at SMBBIT.
2. Security Company shall provide the details of Guards along with its past experience, copy of CNIC, copy of service card and other required details / information, it notified, one week prior to placement of Guard to the place of posting.
3. Security Company will ensure that the security guard is active, healthy and free from any diseases. Allowed age limit of placement of security guard duly trained will be preferred.
4. Security Company will ensure that the Security Guard is well trained. The guards must have at least one-year experience of any security company at least fifteen bullets/ cartridges shall be available with each arm guard.
5. Schedule for posting of security guards shall be prepared with In-charge (Security) and issued with approval of competent authority.
6. Guards shall be on the payroll of Security Company, preferably on the permanent slot, otherwise, in case of contractual employment, minimum period should not be less than six months.
7. During the hiring of Security Guards, the offer / appointment letter may be issued and same would be sent In-charge Security for record.
8. Any change in placement of Security Guards shall be made with prior information and approval of the In-charge Security.
9. Security Company shall ensure the availability of adequate reserve guards.
10. Security Company shall ensure placement of Guards, strictly in accordance with agreement, Terms and condition.
11. SMBBIT at its discretion can reduce / increase the number of guards, on agreed rate of payment and on the same terms and condition, on the request of relevant incharges in case of emergencies. However, the in-charge have to immediately inform the In-charge Security and COO / Management. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.

12.PAYMENT

1. Due payment will be made after completion of each month.
2. The Security Company required to submit the following documents along with bill:

3. Invoice with covering letter, both duly signed and stamped by authorized officer, separate for each location.
4. Original attendance sheet of the Guards daily and monthly duly verified by the incharge.
5. Copy of any/all correspondence made with SMBBIT or any other agency / person / organization during that month.
6. Any other details/documents, if required by SMBBIT.
7. Evidence / support of all claims in bills.
8. Bidder shall Submit / close the attendance on 25th day of the month and shall submit invoices to concern offices by 27th day of each month.

AREA COVERED BY THE CONTRACTOR:

- a. Contractor will be fully responsible to provide security to whole covered area and periphery of SMBBIT.
- b. Contractor shall be responsible for round the clock Security Services of the areas under contract.

RECTIFICATION REPORT:

In case of any complaint or observation conveyed to the contractor or their Security supervisor by Concerned Authorities the contractor will report the steps taken in order to rectify those observations in writing within stipulated time.

SIGNATURE OF THE CONTRACTOR
STAMP

Signature : _____

Name : _____

Designation : _____

CNIC No : _____
(Copy duly attested must be attached)

Ph. No. _____ Cell No. _____

Fax No. _____

BID LETTER FORM

From:
(Registered name and address of the bidder)

To:
Executive Director,
SMBB Institute of Trauma,
Karachi - 74200

Sir,

Having examined the bidding document and amendment thereon we the undersigned, offer to supply goods/provide services / execute the works including in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your Tender call dated_____

Tender Title: _____

We undertake to provide services/execute the above project or it part assigned to us in conformity with the said bidding documents.

If our bid is accepted, we undertake to;

- 1) Provide services/execute the work according to the time schedule specified in the bid document,
- 2) Obtain the performance guarantee of bank in accordance with bid requirements for the due performance of the contract, and agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
- 3) We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place: _____

Bidder's signature
and seal.

Date: _____

CONTRACT AGREEMENT

Tender Title

This Contract Agreement (hereinafter called the Agreement) made on ___ day of _____ Year.

BETWEEN

M/s.

A Contractor, having its office at **Bidder's address**. (Hereinafter mentioned as Contractor), which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

SHAHEED MOHTARMA BENAZIR BHUTTO ISTITUTE OF TRAUMA, KARACHI

A department under Government of Sindh, having its office at SMBBIT, Chand Bibi Road, Karachi Sindh, Pakistan hereinafter mentioned as "the Client", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

WHEREAS the Contractor has agreed to render certain services i.e. "**Tender Title**" to SMBBIT Karachi and has necessary know how and staff in the respect.

AND

WHEREAS the Client is desirous of availing the services offered by the contractor for "**Tender Title**" for its premises at the cost of **Rs.** _____/- (The contract amount) as per below mentioned **BOQ**.

Brief particulars of the services which shall be supplied / provided by the Supplier are as under:

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement witnessed 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:

Purchase 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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the Works 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. The Contract Price of tender will be Rs: _____/Year;

6. That estimated cost of tender is on approximate basis and may vary in case of forced majeure or as per the demand of situation.

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 will be extendible on the same rates till the allocation of new tender.

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

FORM OF PERFORMANCE SECURITY **(Bank Guarantee)**

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with complete address (Scheduled Bank in Pakistan):

Name of Principal (Contractor, Manufacturer, Supplier or any bidder) with complete address:

Penal Sum of Security (express in words and figures):

Letter of Acceptance No. _____ Dated: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the are of the said Principal we, the Guarantor above named, are held and firmly bound unto the Executive Director(COO), SMBBIT, Karachi (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents - during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Condition of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums

up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contractor has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Guarantor (Bank)

1. _____

(Name, Title, Signature & Seal)

Title: _____

2. _____

(Name, Title, Signature & Seal)

Title: _____

AFFIDAVIT (on Judicial Stamp Paper)

I/We, the undersigned [Name of the Supplier] hereby solemnly declare and undertake that:

1. I/We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
4. The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6. I/We have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent for SMBB Institute of Trauma related to this Bid or Award or Contract.
7. I/We are not blacklisted or facing debarment from any institute of Federal, Provincial Government or any Department /Agency/Organization/Autonomous body or Private Sector organization anywhere in Pakistan.
8. That undersigned has not employed any child labor in the organization/unit.
9. I/We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____ **(Copy must be attached)**

For Messrs. [Name of Supplier]

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number: **NO.**
Contract Value: **Rs.**
Contract Title:

Dated:

M/s. _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s.** _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, SMBBIT Karachi (PA), except that which has been expressly declared pursuant hereto.

M/s. _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s. _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **M/s.** _____ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s.** _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

M/s.

Executive Director SMBBIT