

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.

EPADS ID: S-241050735

Tender Name: PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))

Tender Reference: PROC/SMBBIT/(DIET-01)/2024-25

PROF. DR. SADQA AFTAB

Chairperson - PC

HOD ICU & Anaesthesiology Department,
SMBB Institute of Trauma, Karachi
SMBB Institute Of Trauma
Dow University Of Health Sciences

Prof. DR. BADARUDDIN SAHITO
MBBS, FCPS, FRCS (Tr & Orth) Edinburgh
Professor
Head of Department Orthopaedic Surgery
Dow University of Health Sciences
Dr. Badaruddin Sahito
Civil Hospital Karachi

PROF. DR. BADARUDDIN SAHITO

Member - PC

Professor of Orthopaedic
Dow University Health of Sciences & Dr
Ruth K M PFau, Civil Hospital, Karachi

DR. YOUSUF MEMON

Member - PC

HOD Interventional Radiology,
SMBB Institute of Trauma, Karachi

DR. SYED AKMAL SULTAN

Member - PC

HOD Orthopaedic Department,
SMBB Institute of Trauma, Karachi

MR. BILAL IDREES

Member - PC

Manager
Supply Chain Management,
SMBB Institute of Trauma, Karachi

MANAGER

SUPPLY CHAIN MANAGEMENT

SMBB Institute of Trauma Karachi

MR. HAMMAD HUSSAIN

Member - PC

Bio-Medical Engineer,
SMBB Institute of Trauma, Karachi

HAMMAD HUSSAIN
Biomedical Engineer
SMBB Institute of Trauma

MR. MUHAMMAD FAHEEM

Member - PC

Sr. Pharmacist
SMBB Institute of Trauma, Karachi

Dr. Muhammad Sabir Memon
Executive Director
Shaheed Mohtarma Benazir Bhutto
Institute of Trauma, Karachi

DR. MUHAMMAD SABIR MEMON

Executive Director

SMBB Institute of Trauma, Karachi

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM


TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SMBB INSTITUTE OF TRAUMA
- 2) PROVINCIAL / LOCAL GOVT./ OTHER PROVINCIAL
- 3) TITLE OF CONTRACT PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))
- 4) TENDER NUMBER PROC/SMBBIT/(DIET-01)/2024-25
- 5) BRIEF DESCRIPTION OF CONTRACT PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))
- 6) FORUM THAT APPROVED THE SCHEME REGULAR BUDGET
- 7) TENDER ESTIMATED VALUE 20 (M)
- 8) ENGINEER'S ESTIMATE NOT APPLICABLE
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) One Year or Till the Finalization of next ten
- 10) TENDER OPENED ON (DATE & TIME) 12-11-2024 AT 11:00 am
- 11) NUMBER OF TENDER DOCUMENTS SOLD ONE
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED ONE
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS ONE
- 14) BID EVALUATION REPORT COPY ENCLOSED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Waseem Brothers
B-45, Block - 5, Gulshan-e-Iqbal,
Karachi, Pakistan
- 16) CONTRACT AWARD PRICE Rs. 7,131,913.8/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT M/s. Waseem Brothers (1st Lowest)
(i.e. 1st, 2nd, 3rd EVALUATION BID).

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE YES ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐ ☐ Domestic/Local
- c) TWO STAGE BIDDING PROCEDURE ☐ ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐ ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:


Dr. Muhammad Sabir Memon
Executive Director
Shahid Mohtarma Benazir Bhutto
Institute of Trauma, Karachi

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA EPADS ID #. S-241050735 Dated: 26h October 2024
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	DAILY EXPRESS, DAILY DAWN (DATED: 25-10-2024), DAILY JANG (25-10-2024) DAILY SOBH (DATED: 26-10-2024)
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	NO

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	NO

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	NO

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	NO

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	NO

Signature & Official Stamp of
Authorized Officer


Dr. Muhammad Sabir Memon
Executive Director
Shaheed Mohtarma Benazir Bhutto
Institute of Trauma, Karachi

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI

No. PROC/SMBBIT/2024-25/172
Dated: 16 / December / 2024

LETTER OF ACCEPTANCE

M/s. Waseem Brothers
B-45, Block - 5, Gulshan-e-Iqbal,
Karachi, Pakistan


Subject: **LETTER OF ACCEPTANCE FOR PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B)) NIT NO: PROC/SMBBIT/2024-25/105 (Dated: 21-October-2024). Ref no: PROC/SMBBIT/(DIET-01)/2024-25**

- A. Notice Inviting Tender issued in respect of "PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))" to be supplied during the Financial Year 2024-25.
- B. The said Bid (Single Stage – One Envelope Procedure Basis) submitted on 12-November-2024, by your firm.
- C. Meeting of Procurement Committee of SMBB Institute of Trauma, Karachi was held on 12-November-2024, to open tender **PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))** 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.	Item Code	Name of Item	Tentative Qty	U.O.M	Quoted Product Description / Make	Brand Name / Country of Origin	Offered Price	Total Price
1	1	Pow0043	Enteral Formula for Adults, Preferably 400 gm (Vanilla flavor only)	1900	Pcs	Ensure Powder 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Singapore	2,745.34	5,216,146.00
2	2	Pow0046	Enteral Formula for Diabetic, Preferably 400gm (Vanilla flavor only)	400	Pcs	Glucerna Powder 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Netherland	3,598.31	1,439,324.00
3	4	Pow0053	Enteral Formula for Peads, Preferably 400g (Vanilla flavor only)	100	Pcs	Pediasure Triplesure 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Singapore	2,893.38	289,338.00
4	5	Pow0089	Infant Milk Powder 400gm (upto 6 months) Lactogen or Equivalent	50	Pcs	Similac Total Comfort 1 360gm (Abbott Laboratories Pakistan)	USA	2,672.94	133,647.00
5	6	Pow0322	Powder Milk 200g (Infact Formula) 6-12 Months (Lactogen or Equivalent)	20	Pcs	Similac Total Comfort 2 360gm (Abbott Laboratories Pakistan)	USA	2,672.94	53,458.80
TOTAL AMOUNT									7,131,913.80
Amount in word: Rupees Seven Million One Hundred Thirty-One Thousand Nine Hundred Thirteen and Eight Paisas 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 on your company letterhead from the date of receipt of this Letter of Acceptance, regarding your willingness to accept this offer for Supply to SMBB Institute of Trauma, Karachi.
- If agreed, Form of Contract on Non-Judicial Stamp Paper will be submitted (As per Terms and conditions)
- SECURITY DEPOSIT: @05% Security Deposit (Performance Security) of Rs. 356,600/-** in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Supplier 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).
- Stamp duty @0.35% of Supply Order 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.

- 6 Documents showing any set of exemption from duty taxes should also attached with the bills.
- 7 Delivery of above mentioned items within the period of One month. 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-supply.


EXECUTIVE DIRECTOR / D.D.O
SMBB INSTITUTE OF TRAUMA, KARACHI

Copy to:-

- The Director (A&F) SPPRA with reference to SPPRA EPADS ID # S-241050735 & Evaluation Report #
- Accounts & Finance Department, SMBB Institute of Trauma.


EXECUTIVE DIRECTOR / D.D.O
SMBB INSTITUTE OF TRAUMA, KARACHI

Received
Muzaffar
16/12/24
(M. Waseem)



SHAHEED MOHTARMA BENAZIR BHUTTO
INSTITUTE OF TRAUMA, KARACHI

No. PROC/SMBBIT/2024-25/200
Dated: 23 / December / 2024

AWARD OF TENDER (A.O.T)

M/s. Waseem Brothers
B-45, Block - 5, Gulshan-e-Iqbal,
Karachi, Pakistan

Sub: **PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON
FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))**

Reference to our subject tender Dated: 12-11-2024 and letter of Acceptance Ref # PROC/SMBBIT/2024-25/172, Dated: 16/12/2024.
The rates quoted by you for the supply of the following items have been approved and accepted by the Competent Authority of SMBB Institute of Trauma. You are therefore requested to please arrange the supply of the same at an early date after receipt of the supply 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.	Item Code	Name of Item	Tentative Qty	U.O.M	Quoted Product Description / Make	Brand Name / Country of Origin	Offered Price	Total Price
1	1	Pow0043	Enteral Formula for Adults, Preferably 400 gm (Vanilla flavor only)	1900	Pcs	Ensure Powder 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Singapore	2,745.34	5,216,146.00
2	2	Pow0046	Enteral Formula for Diabetic, Preferably 400gm (Vanilla flavor only)	400	Pcs	Glucerna Powder 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Netherland	3,598.31	1,439,324.00
3	4	Pow0053	Enteral Formula for Peads, Preferably 400g (Vanilla flavor only)	100	Pcs	Pediasure Triplesure 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Singapore	2,893.38	289,338.00
4	5	Pow0089	Infant Milk Powder 400gm (upto 6 months) Lactogen or Equivalent	50	Pcs	Similac Total Comfort 1 360gm (Abbott Laboratories Pakistan)	USA	2,672.94	133,647.00
5	6	Pow0322	Powder Milk 200g (Infact Formula) 6-12 Months (Lactogen or Equivalent)	20	Pcs	Similac Total Comfort 2 360gm (Abbott Laboratories Pakistan)	USA	2,672.94	53,458.80
TOTAL AMOUNT									7,131,913.80

Amount in word: Rupees Seven Million One Hundred Thirty-One Thousand Nine Hundred Thirteen and Eight Paisas Only.

2	Date of Delivery: As per Supply Order.
3	Place of Delivery: SMBB Institute of Trauma, Karachi.
4	Dispatch Instruction: Free Delivery to the Consignee i.e. SMBB Institute of Trauma, Karachi.
5	Name and Address of the Consignee: EXECUTIVE DIRECTOR - SMBB Institute of Trauma, Karachi.
6	PARTICULAR GOVERNING SUPPLY:
6.1	As per policy given in the bid documents.
7	INSPECTION :
7.1	Inspection Authority: Nominated Inspection Committee of SMBB-IT, Concerned Department of Supplied Items.
8	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.
9	PART SUPPLY / PART PAYMENT: Allowed.
9.1	Note:- It should be mentioned on the Delivery Note 1 st Supply, 2 nd Supply and Final Supply & on Invoice (Bill that this is 1 st Bill, 2 nd Bill and in the last supply Final Bill) else in delay of payment the firm will be held responsible.

10	SPECIAL INSTRUCTION:
10	All the supplies must be completed within the stipulated delivery period. In case of failure, purchaser reserves the right to forfeit the security deposit and purchase the stock from any other sources on risk and expenses of supplier without any notice. The Liquidated damages will be applicable as per Bid document
10	The stores if found damaged shall be replaced by supplier free of cost.
10	Sub-Standard stores if supplied will not be returned and supplier will be required to supply the stores of the contracted specification and of standard quality in addition to the same without any additional expenses to the Government.
11	SHELF LIFE REQUIRED: No supply will be accepted having expiry date less than 70% of shelf life for the National manufacturer and 70% for imported items (Wherever applicable).
12	The Supplier / Manufacturer should ensure the supply of quality stores.
13	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 EPADS ID: S-241050735 & Evaluation Report #
- Store Incharge, SMBB Institute of Trauma, Karachi
- Accounts & Finance Department, SMBB Institute of Trauma, Karachi


EXECUTIVE DIRECTOR / D.D.O
SMBB INSTITUTE OF TRAUMA


EXECUTIVE DIRECTOR / D.D.O
SMBB INSTITUTE OF TRAUMA



Izam Sher Stamp Vendor
Shop No. B-11 Qaidabad Karachi-33

No. 75

D.

TE 13 DEC 2024

ED TO WITH ADD...
OUGH WITH ADD...
POSE...
JE RS... (Attested
P VENDOR'S SIGNATURE

290338 CONTRACT AGREEMENT

**FOR THE PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC,
FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT
BASIS (SPPRA RULE 15(B))**

NIT NO: PROC/SMBBIT/2024-25/105 (Dated:21-10-2024),

Ref no: PROC/SMBBIT/(DIET-01)/2024-25

LETTER OF ACCEPTANCE NO: PROC/SMBBIT/2024-25/172 DATED: 16-Dec-2024

This Contract Agreement (hereinafter called the Agreement) made on 25th day of December - 2024.

BETWEEN

M/s. WASEEM BROTHERS

A Supplier, having its office at B-45, Block - 5, Gulshan-e-Iqbal, Karachi, Pakistan (Hereinafter mentioned as Supplier), which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA

(Hereinafter Called the Purchaser)

WHEREAS the Purchaser is desirous that certain Purchases, "Under mentioned Items" should be supplied by the Supplier and has accepted a bid by the Supplier for the "PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))" remedying of any defect therein.

S.#	Item No.	Item Code	Name of Item	Tentative Qty	U.O.M	Quoted Product Description / Make	Brand Name / Country of Origin	Offered Price	Total Price
1	1	Pow0043	Enteral Formula for Adults, Preferably 400 gm (Vanilla flavor only)	1900	Pcs	Ensure Powder 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Singapore	2,745.34	5,216,146



41

S.#	Item No.	Item Code	Name of Item	Tentative Qty	U.O.M	Quoted Product Description / Make	Brand Name / Country of Origin	Offered Price	Total Price
2	2	Pow0046	Enteral Formula for Diabetic, Preferably 400gm (Vanilla flavor only)	400	Pcs	Glucerna Powder 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Netherland	3,598.31	1,439,324
3	4	Pow0053	Enteral Formula for Peads, Preferably 400g (Vanilla flavor only)	100	Pcs	Pediasure Triplesure 400gm Flavor Vanilla (Abbott Laboratories, Pakistan)	Singapore	2,893.38	289,338
4	5	Pow0089	Infant Milk Powder 400gm (upto 6 months) Lactogen or Equivalent	50	Pcs	Similac Total Comfort 1 360gm (Abbott Laboratories Pakistan)	USA	2,672.94	133,647
5	6	Pow0322	Powder Milk 200g (Infact Formula) 6-12 Months (Lactogen or Equivalent)	20	Pcs	Similac Total Comfort 2 360gm (Abbott Laboratories Pakistan)	USA	2,672.94	53,458
TOTAL AMOUNT									7,131,913.80

Amount in word: Rupees Seven Million One Hundred Thirty-One Thousand Nine Hundred Thirteen and Eight Paisas Only.

Whereas the purchaser is desirous that certain goods should be provided by supplier and whereas the supplier has agreed to provide and quote the rate which has been accepted by purchaser for supply of above mentioned goods against the sum of **Rs. 7,131,913.80/-** hereinafter called “The Contract Price”.

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:
 - 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
- 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 supply the goods and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the supply 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:** Delivery of above mentioned items within the period of One Month. If it fails to deliver, 0.03 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum



51

deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

(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.)

6. **PLACE OF DELIVERY:** Store Department of SMBB Institute of Trauma, Karachi, and satellite trauma centers in different locations of Sindh Province.
7. **DISPATCH INSTRUCTION:** Free delivery to the Consignee i.e. SMBB Institute of Trauma, Karachi, and satellite trauma centers in different locations of Sindh Province.
8. **PARTICULAR GOVERNING SUPPLY:** As per policy given in the bid documents.
9. **INSPECTION:** Nominated Inspection Committee of SMBBIT, Concerned Department of Supplied Items.
10. **PAYMENT:** The Accounts & Finance Department SMBB-IT on production of the Delivery Challan, Inspection Note and Invoice, which will make payment from the consignee's Account.
11. **SECURITY DEPOSIT:** @05% Security Deposit (Performance Security) of **Rs. 356,600/-** in the shape of Pay Order / Demand Draft or Bank Guarantee will be submitted by Supplier 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).
12. **PART SUPPLY / PART PAYMENT:** Allowed.
 - 12.1 Note: - It should be mentioned on the Delivery Note 1st Supply, 2nd Supply and Final Supply & on Invoice / Bill that this is 1st Bill, 2nd Bill and in the last supply Final Bill) else in delay of payment the firm will be held responsible.
13. **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 supplies must be completed within the stipulated delivery period in case of failure; purchaser reserves the right to forfeit the security deposit and purchase the stores from any other sources on risk and expenses of supplier without any notice.
 - 14.2 The stores if found damaged shall be replaced by supplier free of cost.
 - 14.3 Sub-Standard items if supplied will not be returned and supplier will be required to supply the stores of the contracted specification and of standard quality in addition to the same without any additional expenses to the Government.
14. The Supplier / Manufacturer should ensure the supply of quality stores.
15. **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.
16. **Contract agreement valid for 1 year from the date of signing or till the finalization of next tender.** Orders will be placed as per requirement after receiving demand from the concern department of Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi, and satellite trauma centers in different locations of Sindh Province.



17. If supplied goods are declared sub-standard, adulterated, Spurious, counterfeit, Misbranded or contaminated the Manufacturer and their Distributor are equally responsible and are bound to supply additional quantity of whole batch free of cost. (the case will be dealt in accordance to the Drug Act, 1976) (Where applicable).

18. **SHELF LIFE REQUIRED:** No supply will be accepted having expiry date less than 70% of shelf life for the National manufacturer and 70% for imported items (**Wherever applicable**).


During the course of consumption, if any item is found to have short shelf life, SMBBIT Store management intimate before 6 months to bidder then after intimation to the bidder(s), it would be the responsibility of the bidder(s)/firm(s), to replace it with fresh stock of longer shelf life. However, if the item becomes expired due to non-replacement by the bidder(s)/firm(s), well in time, then the firm will provide the fresh stock against the expired one, free of cost. The expired stock would be destroyed by the SMBBIT committee constituted for that purposes. (Where Applicable)

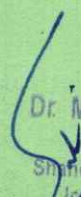
19. Documents showing any set of exemption from duty taxes should also be attached with the bills.

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.

Signature of the Supplier

Signature of the Purchaser

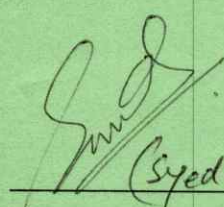

(Seal) M. WAFAR.

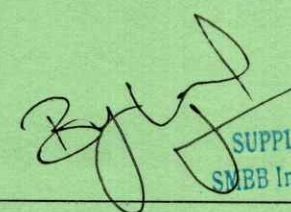

Dr. Muhammad Sabir Memon
Executive Director
Shireed Mohtarma Benazir Bhutto
Institute of Trauma, Karachi
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:


(Syed Majid Ali)
(Name, Title and Address)


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

A032588



Nizam Sher Stamp Vendo

Shop No. B-11 Qaidabad Karachi-33

Lic. No. 75

S.NO.

DATE

13 DEC 2024

290337

ISSUED TO WITH ADDRESS
 THROUGH WITH ADDRESS MEHTAB MALI
 PURPOSE Advocate
 VALUE RS. (Attested)
 STAMP VENDOR'S SIGNATURE

INTEGRITY PACT

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

Contract Number: PROC/SMBBIT/(DIET-01)/2024-25

Contract Value: Rs. 7,131,913.8/-

Contract Title:

PROCUREMENT OF DIET FOR PATIENTS (DIET-ENTERIC, FEEDING AND FOOD
 SUPPLEMENTS) ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))

M/s. Waseem Brothers, 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 fore going, M/s. Waseem Brothers, 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, from Shaheed Mohtarma Benazir Bhutto Institute of Trauma (Procurement Agency-PA), except that which has been expressly declared pursuant hereto.

M/s. Waseem Brothers 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. Waseem Brothers 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. Waseem Brothers, 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. Waseem Brothers, 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. Waseem Brothers.

Dr. Muhammad Sabir Memon
 Executive Director
 Shaheed Mohtarma Benazir Bhutto
 Institute of Trauma, Karachi

EXECUTIVE DIRECTOR/DDO
 SMBB Institute of Trauma