

# **STANDARD BIDDING DOCUMENT (SBD)**



**GOVERNMENT OF SINDH**

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

## **“PROCUREMENT OF CARDIAC IMPLANTS & OTHER MISC. ITEMS ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))”**

**TENDER REFERENCE # PROC/SMBBIT/(INST-03)/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**

BIDDING DATA SHEET _____	3
INSTRUCTIONS TO BIDDERS _____	4
TERMS & CONDITIONS OF TENDER _____	7
(ANNEXURE-A) _____	10
CRITERIA FOR EVALUATION OF BID _____	10
SCHEDULE OF REQUIREMENT _____	12
(ANNEXURE-B) _____	13
BILL OF QUANTITIES (BOQ) _____	13
BID LETTER FORM _____	15
CONTRACT AGREEMENT _____	16
FORM OF PERFORMANCE SECURITY _____	18
(Bank Guarantee) _____	18
AFFIDAVIT (on Judicial Stamp Paper) _____	20
UNDERTAKING (Stipulated Time) _____	21
INTEGRITY PACT _____	22

## **BIDDING DATA SHEET**

Procuring Agency	SMBB Institute of Trauma, Karachi
Address	Chand Bibi Road, Karachi
Bid Validity	90 Days, As per SPPRA Rule 2010 (amended till date)
<b>Amount of Bid Security</b>	<b>5% of Total Bid Quoted Price</b>
Last date of Selling of Bid	As per mentioned in NIT
Date of Submission of Bid	As per mentioned in NIT
Place of Submission	13 <sup>th</sup> Floor, Planning and Procurement Department, SMBB Institute of Trauma, Karachi
<b>Performance Security</b>	<b>5% of the Contract Value</b>
Language of Bid	English
Currency of Bid	PKR
Bidding Procedure	Single Stage One Envelope Procedure 46(1)
Advance Payment	No Advance Payment will be allowed
Period of Completion	Financial Year 2023-24
Liquidity Damages	@0.03 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.
Inspection Authority	Nominated Inspection Committee of SMBB Institute of Trauma or Centers Inspection committees.
Place of Delivery	Store Department of SMBB Institute of Trauma, Karachi, and satellite trauma centers in different locations of Sindh Province.

## **INSTRUCTIONS TO BIDDERS**

1. Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT) invites sealed bids on Single Stage One Envelope Procedure 46(1) as per Sindh Public Procurement Rules 2010, (Amended till date) from Manufacturers / Importers / Sole Agents / Authorized Distributors for “**PROCUREMENT OF CARDIAC IMPLANTS & OTHER MISC. ITEMS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))**” Tender Ref. # **PROC/SMBBIT/(INST-03)/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 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, SMBBIT – 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)** 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 submit with bid**.
7. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing 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 quoted rates once offered by the firms will not be changed during the contract period.**
24. **The quoted rates should be in Pak. Rupees and must be valid till contract period that is 1 year starting from signing of contract agreement;** Orders will be placed as per requirement after receiving demand from the concern department of Shaheed Mohtarma Benazir Bhutto Institute of Trauma.
25. All Bidders should provide **SAMPLES FREE OF COST** of the each quoted products.

26. **All bidder(s) must submit samples (in commercial pack) of all quoted items as per specification mentioned in the technical bid; each sample pack should be marked with Section & Item # (as mentioned in bill of quantities and price schedule). List of sample along with item brochures / leaflet duly acknowledged should also be submitted in the office of Planning & Procurement Dept. 13th floor SMBB Institute of Trauma at least 2 days before the submission of the tender. Non submission of the samples will lead to rejection of item(s).**
27. The tendered rate should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies and will be deducted from the bill of the contractors / suppliers.
28. **All the (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 bills or on the contract agreement of the full contract value by the Contractors / Suppliers.**
29. **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.**
30. The bidders shall quote their firm and final price both in figure and in words on free delivery basis to Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi.
31. Distributor once nominated by the manufacturer / importer will be for the whole contract period and manufacturer / importer cannot change its distributor during the contract period in any case.
32. No manufacturer / importer shall authorize their distributor / agent / any firm or person to quote the same item, which the manufacturer is quoting itself in any tender. Failing those offers of both the manufacturer as well as other bidder shall be ignored.

## **TERMS & CONDITIONS OF TENDER**

1. Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT) invites sealed bids on **Single Stage One Envelope Procedure 46(1)** as per Sindh Public Procurement Rules 2010, (Amended till date) from Manufacturers / Importers / Sole Agents / Authorized Distributors for **“PROCUREMENT OF CARDIAC IMPLANTS & OTHER MISC. ITEMS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))” Tender Ref. # PROC/SMBBIT/(INST-03)/2023-24.**
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) in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT)**. The same will be released after successful completion of supply & 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. Bid should be inclusive of all Government applicable taxes and the same will be paid by the Contractor except withholding tax.
4. The firm will be responsible for supply of **“PROCUREMENT OF CARDIAC IMPLANTS & OTHER MISC. ITEMS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))” Tender Ref. # PROC/SMBBIT/(INST-03)/2023-24** at consignee address. (**Shaheed Mohtarma Benazir Bhutto Institute of Trauma SMBBIT Karachi**). If it fails, the Security Deposit will be forfeited.
5. Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by bidder concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor was false and materially inaccurate or incomplete at any stage.
6. **The Procuring agency reserves the right at the time of contract award to increases / decrease & delete, 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.**
7. 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.
8. 20% of the due General Sales Tax / 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.
9. No tender will be entertained without Bid Security which will be forfeited to Government Treasury, in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.

10. Quantities of tender items are on estimated basis and could vary according to the amount sanctioned, released and as per discretion of Procurement Committee.
11. All manufactured and other items should be used in accordance with the instructions, specifications in the Tender Document and also in accordance with generally accepted norms of good workmanship.
12. The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts. Failure to sign such Integrity Pact shall make the bidder non-responsive.
13. 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.
14. Supplies are required as early as possible. The bidder may, however, give their short guaranteed delivery period by which the supply will be completed positively.
15. The Technical evaluation carried out by the Committee Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi will be final, which will be assessed on experience basis of the relevant specialty.
16. **PURCHASER'S RIGHT TO VARY QUANTITIES** The Shaheed Mohtarma Benazir Bhutto Institute of Trauma Authority reserves right to increase / decrease or delete the quantities., at the time of award of contract and also reserves the right to enhance the quantity of goods / services originally specified in the schedule of requirement without any change in unit price or other terms and conditions of goods at any time during defined period.
17. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:** The SMBBIT Authority reserves the right to purchase full or part of the store or ignore / scrap / cancel the tender as per relevant rules of SPPRA-2010 (Amended till date).
18. **REDRESSAL:** Redressal of Grievances & settlement of dispute will be as per SPPRA Rule-2010 (Amended till to date).
19. **BID EVALUATION (T.E.R):** Bid evaluation will be considered on following grounds for approval of company as mentioned in **Annexure # A**.
20. **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.**



21. 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)

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

I / We agree to above mentioned terms & conditions:

Name of Contractor \_\_\_\_\_ Signature \_\_\_\_\_

CNIC NO. \_\_\_\_\_ (**Copy must be attached**).

Full Address \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

**CRITERIA FOR EVALUATION OF BID**

**(Bidders are required to submit following documents in mentioned sequence)**

<b>Technical Evaluation Criteria (Mandatory)</b>			
<b>S.#</b>	<b>List of Documents</b>	<b>Yes</b>	<b>No</b>
1.	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. <b>(If compliance of above points not found offer will be rejected).</b>		
2.	Relevant Experience with documentary proof <b>(at least Last Three Years)</b> Attach Supply / Purchase Order / Award of Contract (Public / Private Sector / / Semi - Government Organizations) Provincial / Federal / Local must be attached.		
3.	Registration with Income Tax – NTN <b>(Attach Valid Certificate)</b>		
4.	Copy of Financial year <b>Paid Income tax and return (Recent Last Three Years)</b>		
5.	Copy of <b>Professional Tax</b> (Attach Recent Valid Certificate Copy)		
6.	a) General Sales Tax <b>(Mandatory)</b> b) Sindh Sales Tax <b>(If applicable) / Sindh Board of Revenue (Registration is not required for procurement of Goods)</b>		
7.	<b>Recent Bank Certificate</b> / Bank Statement regarding financial soundness of the firm to do business up till <b>PKR 20 Million or more.</b>		
8.	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. <b>(Undertaking should be as per given sample as per attached Table of Content Point # 11). (ANNEXURE-D)</b>		
9.	Submission of Undertaking on legal valid and attested stamp paper that supply of required items within stipulated time. <b>(ANNEXURE-E)</b>		
10.	Bidder already providing services at <b>SMBBIT</b> should obtain & attach a satisfactory performance certificate from competent authority of <b>SMBB Institute of Trauma</b> (for the financial year in which the bidder last provided its services).		
11.	Pay order / Bank Draft of Bid security should be attached along with bidding document.		
12.	Authorization / Distributors Agency Agreement with Manufacturer. <b>(Where Applicable)</b>		
13.	Quoted items must be CE Certified / FDA Approved / DRAP Registered <b>(Certificate should also be attached).</b>		
14.	Bid Letter Form on bidder's letter head as per sample of this bidding documents duly sign and stamp. <b>(ANNEXURE-C)</b>		
15.	Soft Copy <b>(USB)</b> containing all documents and form <b>(In Excel / DOC format and searchable)</b>		

**NOTE:**

1. The offer will not be entertained if the above mentioned documents are not found attached.
2. 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.
3. The technical evaluation carried out by the Procurement Committee, SMBBIT, Karachi will be final, which will be assessed on technical aspect and clinical experience basis of the Consultant(s) in the relevant specialty.
4. All bidder(s) must submit samples (in commercial pack) of all quoted items as per specification mentioned in the technical bid; each sample pack should be marked with Section & Item # (as mentioned in bill of quantities and price schedule). List of sample along with item brochures / leaflet duly acknowledged should also be submitted in the office of Planning & Procurement Dept. 13th floor SMBB Institute of Trauma **at least 2 days before** the submission of the tender. Non submission of the samples will lead to rejection of item(s).
5. Specifications approved by the Consultant(s) in the relevant specialty will be considered by the Procurement Committee.

# **SCHEDULE OF REQUIREMENT**

## **FOR SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA KARACHI (SMBBIT)**

The Shaheed Mohtarma Benazir Bhutto Institute of Trauma Authority reserves right to increase / decrease or delete the quantities., at the time of award of contract and also reserves the right to enhance the quantity of goods / services originally specified in the schedule of requirement without any change in unit price or other terms and conditions of goods at any time during contract period **i.e. 1 year** from the signing of Contract Agreement.

Item(s) mentioned in Bill of quantities & Price schedule are on estimate basis procurement committee and end user purchase item(s) as and where required basis, after the acceptance of the tender by the bidder(s) / Firm(s), signing of the contract, purchase order will be issued during the Contract period and if purchase order is not executed by the bidder(s) / Firm(s), the performance security shall be forfeited to the Government Accounts without any notice.

**1. DELIVERY:** 100% quantity shall be supplied **within one month** from the date of Supply order / Award of tender. The Liquidated / damages in the event of completion beyond the given schedule shall be (mentioned in bidding data sheet). In case of failure hospital reserve the right to take any action according to SPPRA Rules 2010 (Amended till date).

**(If bidder gives supply time more than one month that bid will not be considered / acceptable).**

**2. NAME AND ADDRESS OF THE CONSIGNEE:** Store Department of SMBB Institute of Trauma, Karachi, and satellite trauma centers in different locations of Sindh Province.

**3. DISPATCH INSTRUCTION:** Free Delivery to the Consignee. i.e. Store Dept. SMBB Institute of Trauma, Karachi and satellite trauma centers in different locations of Sindh Province, Between 09:00 am to 03:00 pm.

**4. PART SUPPLY / PART PAYMENT:** Allowed

(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).

**BILL OF QUANTITIES (BOQ)**

**“PROCUREMENT OF CARDIAC IMPLANTS & OTHER MISC.  
ITEMS ON FRAMEWORK CONTRACT BASIS  
(SPPRA Rule 15(B))”**

**Tender Ref. #: PROC/SMBBIT/(INST-03)/2023-24**

S.#	Item Description	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
1	Oxygenator	100	Pcs					
3	Adult Tubing Set For Oxygenator (compatible with Oxygenator)	100	Pcs					
2	Cardioplegia Delivery System	100	Pcs					
4	Dual Stage Venous Cannula 36/50 Fr	80	Pcs					
5	Dual Stage Venous Cannula 36/46 Fr	10	Pcs					
6	Dual Stage Venous Cannula 34/46 Fr	10	Pcs					
7	Aortic Cannula 21 Fr	30	Pcs					
8	Aortic Cannula 22 Fr	20	Pcs					
9	Aortic Cannula 24 Fr	50	Pcs					
10	Aortic Root Needle 12G (9 Fr)	100	Pcs					
11	Level Sensor	20	Pcs					
12	ACT Cartridge with placement of machine on FOC basis	300	Pcs					
13	Aortic Punch 4mm (Disposable)	12	Pcs					
14	Pacing Wire	120	Pcs					
15	Steel Wire 5.0mm	200	Pcs					

S.#	Item Description	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
16	Chest Tube (Soft) 32 Fr	250	Pcs					
17	Nylon Tape	10	Pcs					
18	Bone Wax	150	Pcs					
19	Medex Pressure Transducer	2	Pcs					
20	Pahacel	100	Pcs					
21	Hemofiltration KIT	5	Pcs					
<b>Total Amount</b>								
<b>Bid Security Total Amount 5%</b>								

**Note:**

1. The technical evaluation carried out by the Procurement Committee, SMBBIT, Karachi will be final.

Signature of Manufacturers /Importers/Sole Agents/Contractors: - \_\_\_\_\_

Name of Firm: - \_\_\_\_\_

Full Address: - \_\_\_\_\_

Telephone No. Office: - \_\_\_\_\_ Cell No: - \_\_\_\_\_

Email Address (if any) \_\_\_\_\_

## **BID LETTER FORM**

From:

(Registered name and address of the bidder)

To:

Executive Director,  
Shaheed Mohtarma Benazir Bhutto Institute of Trauma,  
Karachi – 74200

Dear Sir / Madam,

Having examined the bidding document and amendment thereon we undersigned, offer to provide services to the works including in conformity with the terms and conditions of the bidding document and amendments there on, for the following work 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 for an estimated sum of Rs. \_\_\_\_\_ (Rupees - \_\_\_\_\_) (total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by SMBBIT or its user organization.

### **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
- 3) Agree to abide by the bid Term & conditions, Special Conditions and all criteria of bidding document 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.
- 4) 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:

Date:

Bidder's signature  
and seal.

## **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** 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:

<b>Item. #</b>	<b>DESCRIPTION</b>	<b>Unit Quantity</b>	<b>Unit</b>	<b>Quoted Rate</b>

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Purchase order(s)/ Letter of Acceptance where applicable.
  - b. The completed Form of Bid along with Schedules to Bid.
  - c. Condition of Contract & Contract Data
  - d. The priced Schedules of prices
  - e. 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)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

# **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 the said Principal we, the Guarantor above named, are held and firmly bound unto the Chief Operating Officer (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)

Signature: \_\_\_\_\_

2. \_\_\_\_\_  
(Name, Title, Signature & Seal)

Name: \_\_\_\_\_

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]

**UNDERTAKING (Stipulated Time)**

I/We, the undersigned [**Name of the Supplier**] hereby solemnly declare and undertake that: Supply of Quoted items will be delivered in stipulated time as mentioned in bidding data.

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.**

**Dated:**

Contract Value: **Rs.**

Contract Title: **Tender Title**

**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 / DDO**