STANDARD BIDDING DOCUMENT (SBD)



GOVERNMENT OF SINDH

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

"PROCUREMENT OF GENERAL INSTRUMENTS ON FRAMEWORK CONTRACT BASIS (SPPRA RULE 15(B))"

TENDER REFERENCE # PROC/SMBBIT/(INST-09)/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.

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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)
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	13 th Floor, Planning and Procurement Department, SMBB Institute of Trauma, Karachi
Performance Security	5% of the Contract Value
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

- 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 GENERAL INSTRUMENTS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))" Tender Ref. # PROC/SMBBIT/(INST-09)/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 **<u>SAMPLES FREE OF COST</u>** 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

- 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 GENERAL INSTRUMENTS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))" Tender Ref. # PROC/SMBBIT/(INST-09)/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 GENERAL INSTRUMENTS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))" Tender Ref. # PROC/SMBBIT/(INST-09)/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)

S. #	List of Documents	Yes	No
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. (If compliance of above points not found offer will be rejected). 		
2.	Relevant Experience with documentary proof (at least Last Three Years) 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 (Attach Valid Certificate)		
4.	Copy of Financial year Paid Income tax and return (Recent Last Three Years)		
5.	Copy of Professional Tax (Attach Recent Valid Certificate Copy)		
6.	 a) General Sales Tax (Mandatory) b) Sindh Sales Tax (If applicable) / Sindh Board of Revenue (Registration is not required for procurement of Goods) 		
7.	Recent Bank Certificate / Bank Statement regarding financial soundness of the firm to do business up till PKR 30 Million or more .		
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. (Undertaking should be as per given sample as per attached Table of Content Point # 11). (ANNEXURE-D)		
9.	Submission of Undertaking on legal valid and attested stamp paper that supply of required items within stipulated time. (ANNEXURE-E)		
10.	Bidder already providing services at SMBBIT should obtain & attach a satisfactory performance certificate from competent authority of SMBB Institute of Trauma (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. (Where Applicable)		
13.	Quoted items must be CE Certified / FDA Approved / DRAP Registered (Certificate should also be attached).		
14.	Bid Letter Form on bidder's letter head as per sample of this bidding documents duly sign and stamp. (ANNEXURE-C)		
15.	Soft Copy (USB) containing all documents and form (In Excel / DOC format and searchable)		

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 GENERAL INSTRUMENTS ON FRAMEWORK CONTRACT BASIS (SPPRA Rule 15(B))"

Tender Ref. #: PROC/SMBBIT/(INST-09)/2023-24

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
	GENERAL INSTURMENTS							
01	Adson Plain Forcep 4"	50	Pcs					
02	Adson Plain Forcep 6"	20	Pcs					
03	Adson Plain Forcep 7"	10	Pcs					
04	Adson Tooth Forcep 4"	50	Pcs					
05	Adson Tooth Forcep 6"	10	Pcs					
06	Adson Tooth Forcep 7"	10	Pcs					
07	BP Handle 3"	300	Pcs					
08	BP Handle 4"	150	Pcs					
09	BP Handle 7"	50	Pcs					
10	Bone Nibbler (Medium)	10	Pcs					
11	Gillies Tooth Forcep 6"	50	Pcs					
12	Diathermy Forcep 6"	20	Pcs					
13	Dissection Plain Forcep 6"	200	Pcs					
14	Dissection Plain Forcep 7"	100	Pcs					
15	Dissection Tooth Forcep 6"	400	Pcs					
16	Dissection Tooth Forcep 7"	50	Pcs					
17	Fine Artery Curved 8"	30	Pcs					
18	Fine Artery Curved 9"	30	Pcs					
19	Frazier Suction 12"	10	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
20	Frazier Suction 14"	10	Pcs					
21	Frazier Suction 16"	10	Pcs					
22	Golden Iris Scissor Curved 4"	50	Pcs					
23	Iris Scissor Curved 5"	50	Pcs					
24	Iris Scissor Straight 5"	50	Pcs					
25	Iris Scissor Curved 6"	50	Pcs					
26	Iris Scissor Straight 6"	50	Pcs					
27	Kocher Straight 8"	50	Pcs					
28	Mcdonald Disector	40	Pcs					
29	Mayo Scissor Curved 5"	50	Pcs					
30	Mayo Scissor Straight 6"	50	Pcs					
31	Mayo Scissor Curved 6"	30	Pcs					
32	Mayo Scissor Straight 5"	50	Pcs					
33	Mayo Scissor Curved 7"	20	Pcs					
34	Mayo Scissor Straight 6"	50	Pcs					
35	Needle Holder 6"	150	Pcs					
36	Needle Holder 7"	200	Pcs					
37	Nerve Hook Single Blunt	50	Pcs					
38	Nerve Hook Double Blunt	50	Pcs					
39	Probe with Eye	20	Pcs					
40	Robert Clamp 9"	150	Pcs					
41	Scale Small	30	Pcs					
42	Scale Large	30	Pcs					
43	Gali Pot Small	100	Pcs					
44	Gali Pot Medium	30	Pcs					
45	Sponge Holder 9"	70	Pcs					
46	Tenotomy Scissor Curved 5"	40	Pcs					
47	Tenotomy Scissor Curved 6"	50	Pcs					
48	Watson Chain	20	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
49	Wire Cutter (Large)	10	Pcs					
50	Wire Twister 7"	30	Pcs					
51	Wire Twister 8"	30	Pcs					
52	Yaunker Suction	10	Pcs					
53	Cats Paw Reatactor Duble Ended Sharp	20	Pcs					
54	Cats Paw Reatactor Duble Ended Blunt	20	Pcs					
55	Lagen Beck Retractor Small	20	Pcs					
56	Lagen Beck Retractor Medium	20	Pcs					
57	Debakey Forcep 6"	60	Pcs					
58	Bone Cutter (Large)	10	Pcs					
59	Brain Neeedle (Golden)	10	Pcs					
	VASCULAR SURGERY INSTRUMENTS							
01	Artery Forcep Mixter 7"	3	Pcs					
02	Metzenbaum Scissor Cvd 5"	3	Pcs					
03	Metzenbaum Scissor Curved Cvd 7"	6	Pcs					
04	Micro Forcep Gerld 7"	6	Pcs					
05	Micro Nerve Hook 7"	3	Pcs					
06	Freer Elevetor 7"	3	Pcs					
07	Port scissor 45* 7"	6	Pcs					
08	Port scissor Reverse Cutting 7"	6	Pcs					
09	Castroviejo Needle Holder 5"	6	Pcs					
10	Castroviejo Needle Holder 7"	6	Pcs					
11	Vessel Irrigation Cannula 3"	5	Pcs					
12	Micro Bulldog CVD	6	Pcs					
13	Micro bulldog ST	6	Pcs					
14	Bulldog ST	6	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
15	Peripheral Clamp 5"	6	Pcs					
16	Peripheral Clamp 7"	6	Pcs					
17	Peripheral Clamp 9"	6	Pcs					
18	Vein Stripper	3	Pcs					
19	Liga Applicator 100 (Ethicon or Equivalent)	3	Pcs					
20	Liga Applicator 200 (Ethicon or Equivalent)	3	Pcs					
21	Valvutome	3	Pcs					
22	Ronger	5	Pcs					
23	Kerrison Bone Punches 2mm	5	Pcs					
24	Kerrison Bone Punches 3mm	5	Pcs					
25	Kerrison Bone Puches 4mm	5	Pcs					
26	Kerrison Bone Puches 5mm	5	Pcs					
27	Allison Lung Retractor 40mm 10"	4	Pcs					
28	Allison Lung Retractor 54mm 12"	5	Pcs					
29	Rib Cutter	4	Pcs					
30	Rib Elevator	6	Pcs					
31	Rib Approroximator	2	Pcs					
32	Findochietto Rib Spreader With Two Seats of Blades	2	Pcs					
33	Cordless Power Saw	2	Pcs					
	ORTHOPEDICS SURGERY INSTRUMENTS							
1	C Pelvic Clamp	5	Pcs					
	BASIC PELVIC INSTRUMENT SET							
1	Instrument Tray	2	Pcs					
2	Instrument Tray Cover Top	1	Pcs					
3	Screw Driver With Holding Sleeve 4.5	1	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
4	Screw Driver With Holding Sleeve 3.5	1	Pcs					
5	Dept Guge	1	Pcs					
6	Plate Templates	4	Pcs					
7	Plate Bander	1	Pcs					
8	Plate Twister	2	Pcs					
9	Dril Bitt 3.2	2	Pcs					
10	Dril Bitt 3.5	3	Pcs					
11	Dril Bitt 4.5	2	Pcs					
12	Tap 3.5	2	Pcs					
13	Tap 4.5	1	Pcs					
	BASIC PELVIC REDUCTION SET							
1	Led Outer Tray	1	Pcs					
2	Led Inner Tray	1	Pcs					
3	Led Tray Cover	1	Pcs					
4	Round And Rectangular Disc	1	Pcs					
5	Bowel Spike	1	Pcs					
6	T.Handle	1	Pcs					
7	Bone Hook	1	Pcs					
8	Shown screw 6.0 mm	2	Pcs					
9	Reduction Forcep Large Single Hook	1	Pcs					
10	Reduction Forcep Large Double Hook	1	Pcs					
11	Twister Clamp Large	1	Pcs					
12	Twister Clamp Medium	1	Pcs					
13	Bone Spike Retector	1	Pcs					
14	Pelvic Reduction State	1	Pcs					
15	Pointed Clamp	1	Pcs					
16	Pelvic Reduction Forcep Screw	1	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
17	Pelvic Reduction Curve Screw Medium	1	Pcs					
18	Pelvic Reduction Curve Screw Small EMERGENCY ORTHO SET	1	Pcs					
1	B.P Handle 3" 4" & 7"	15	Pcs					
2	D/F Plain Forcep 7"	10	Pcs					
3	D/F Tooth 6"	10	Pcs					
4	Debaky Forcep 7" & 8"	10	Pcs					
5	Met Scissor Cvd 8"	10	Pcs					
6	Met Scissor Cvd 5"	5	Pcs					
7	Met Scissor Cvd 6.5"	5	Pcs					
8	Golden Needle Holder 6"	5	Pcs					
9	Needle Holder 6"	5	Pcs					
10	Needle Holder 7"	5	Pcs					
11	A/F Mosquito St 5"	20	Pcs					
12	A/F Mosquito Cvd 5"	20	Pcs					
13	A/F Crile Cvd 5.5"	30	Pcs					
14	Kocher St 6"	10	Pcs					
15	Allies Tissue Forcep 6"	20	Pcs					
16	Bristow Elevator	5	Pcs					
17	Skin Self Retractor Blunt 6.5	10	Pcs					
18	Hohmen Retractor (Exl) (L) (M) (S)	40	Pcs					
19	Lens Bone Holding (L)	5	Pcs					
20	Lens Bone Holding (M)	5	Pcs					
21	Drill Bit 2.5	5	Pcs					
22	Drill Bit 4.0 long	5	Pcs					
23	Drill Bit 4.5 long	10	Pcs					
24	Drill Bit 3.2	20	Pcs					
25	Drill Bit 2.7	5	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
26	Drill Sleeve Double	5	Pcs					
27	Bone Holding Large	5	Pcs					
28	Bone Holding Medium	5	Pcs					
29	Bone Holding Small	10	Pcs					
30	Bone Nibbler Small	5	Pcs					
31	Bone Nibbler Large	5	Pcs					
32	Bone Nibbler Small Cvd	5	Pcs					
33	Wire Cutter Small Cvd	5	Pcs					
34	Wire Cutter Medium Cvd	5	Pcs					
35	Monkey Plair	5	Pcs					
36	Cutter Plair Small	5	Pcs					
37	Nose Plair	5	Pcs					
38	Bone File Double Ended	5	Pcs					
39	Plair	10	Pcs					
40	Curette Double Ended 8.5"	10	Pcs					
41	Cobs Dissector	5	Pcs					
42	Hammer	5	Pcs					
43	Periostum Elevator	5	Pcs					
44	Younker Suction	5	Pcs					
45	K.Wire Guide	5	Pcs					
46	Sponge Holder 9"	10	Pcs					
47	Towel Clips 5"	35	Pcs					
48	Lengen Back Retractor (M)	10	Pcs					
49	Cats paw Retractor Sharp 6"	10	Pcs					
50	Galipot Medium	10	Pcs					
51	Kidney Dish 8"	5	Pcs					
52	Kidney Dish 10"	10	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
	EXTERNAL FIXATOR							
1	Ex: Fix Set (Implant) 3 size	12	Pcs					
2	Drill Bit 3.2mm	4	Pcs					
3	Drill Bit 4.1mm	4	Pcs					
4	Drill Bit 2.5mm	4	Pcs					
5	T-Handle with Key (Medium)	4	Pcs					
6	Spiner	16	Pcs					
	LARGE FRAGMENT SET							
1	Pointing Clamp Large	4	Pcs					
2	Bone Holding Large	6	Pcs					
3	Plate Holding Large	4	Pcs					
4	Breisto	2	Pcs					
5	Cobes	2	Pcs					
6	Bone Nubuler Large D/A	2	Pcs					
7	Bone Nubuler Small D/A	2	Pcs					
8	Bone Cutter Large D/A	2	Pcs					
9	Bone Cutter Medium	2	Pcs					
10	Hammer Large	2	Pcs					
11	Wire Player	2	Pcs					
12	Bone Filer	2	Pcs					
13	Gauge Fine Tip	2	Pcs					
14	Gauge Medium Tip	2	Pcs					
15	Gauge Large Tip	2	Pcs					
16	Chezal Fine Tip	2	Pcs					
17	Chezal Medium Tip	2	Pcs					
18	Chezal Large Tip	2	Pcs					
19	Osteoton Fine Tip	2	Pcs					
20	Osetoton Medium Tip	2	Pcs					
21	Osetoton Large Tip	2	Pcs					

S #	Instrument Name with Size	Tentative Qty.	IION Description /		Country of Origin	DRAP #	Unit Price	Total Price
22	Drill Bitt 3.5mm	2	Pcs					
23	Drill Bitt 4.5mm	2	Pcs					
24	Tap 6.5mm	2	Pcs					
25	Tap 4.5mm	2	Pcs					
26	Depth Gage 4.5mm	2	Pcs					
27	Drill Sleeve 4.5mm	2	Pcs					
28	Universal Drill Sleeve	2	Pcs					
29	Bone Hook Large	2	Pcs					
30	Hohmen Small Tip	4	Pcs					
31	Hohmen Medium Tip	4	Pcs					
32	Humen Large	2	Pcs					
33	Screw Driver Fiber 4.5	4	Pcs					
34	Nose Plair	2	Pcs					
	SMALL FRAGMENT SET							
1	Pointing Clamp Small	4	Pcs					
2	Bone Holding 38mm	6	Pcs					
3	Plate Holding 38mm	4	Pcs					
4	Plate Holding 32mm	4	Pcs					
5	Perioustum Elevator	2	Pcs					
6	Bone Nebular Fine Tip D/A	2	Pcs					
7	Bone Nebular Fine Tip L D/A	2	Pcs					
8	Bone Cutter Small D/A	2	Pcs					
9	Bone Cutter Large D/A	2	Pcs					
10	Hammer Small	2	Pcs					
11	Wire Player	2	Pcs					
12	Bone Filer	2	Pcs					
13	Gauge Fine Tip	2	Pcs					
14	Gauge Medium Tip	2	Pcs					
15	Gauge Large Tip	2	Pcs					

S #	Instrument Name with Size	Tentative Qty.	U.O.M.	Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price
16	Chezal Fine Tip	2	Pcs					
17	Chezal Medium Tip	2	Pcs					
18	Chezal Large Tip	2	Pcs					
19	Osteoton Fine Tip	2	Pcs					
20	Osetoton Medium Tip	2	Pcs					
21	Osetoton Large Tip	2	Pcs					
22	Drill Bitt 3.5mm	2	Pcs					
23	Drill Bitt 2.5mm	2	Pcs					
24	Tap 3.5mm	2	Pcs					
25	Tap 2.5mm	2	Pcs					
26	Depth Gage 3.5mm	2	Pcs					
27	Drill Sleave 3.5mm	2	Pcs					
28	Screw Driver Metal Handle 3.5	2	Pcs					
29	Screw Driver Fiber Handle 3.5	2	Pcs					
30	Hohmen Small Fine Tip	4	Pcs					
31	Hohmen Small Medium Tip	4	Pcs					
32	Nose Plair	2	Pcs					
	GENERAL INSTURMENTS (SMBB E&RC - Larkana)							
1	Bone Holding Large	50	Pcs					
2	Bone Holding Medium	40	Pcs					
3	Bone Holding Small	40	Pcs					
4	Plate Holding Large	30	Pcs					
5	Plate Holding Medium	30	Pcs					
6	Plate Holding Small	30	Pcs					
7	Osteatome 32mm	30	Pcs					
8	Osteatome 25mm	30	Pcs					
9	Osteatome 19mm	30	Pcs					

S #	Instrument Name with Size	I O M Description /		Country of Origin	DRAP #	Unit Price	Total Price	
10	Osteatome 13mm	30	Pcs					
11	Osteatome 0.95mm	30	Pcs					
12	Osteatome 0.64mm	30	Pcs					
13	Osteatome Chisel 10mm	30	Pcs					
14	Osteatome Chisel 15mm	30	Pcs					
15	Osteatome Chisel 20mm	30	Pcs					
16	Osteatome Chisel 25mm	30	Pcs					
17	Gouch 20mm	30	Pcs					
18	Gouch 15mm	30	Pcs					
19	Gouch 10mm	30	Pcs					
20	Periosteal Elevtor Large	30	Pcs					
21	Periosteal Elevtor Medium	30	Pcs					
22	Periosteal Elevtor Small	30	Pcs					
23	Cure Hes 6mm	30	Pcs					
24	Cure Hes 8mm	30	Pcs					
25	Cure Hes 10mm	30	Pcs					
26	Cure Hes 12mm	30	Pcs					
27	Cure Hes 15mm	30	Pcs					
28	Cure Hes 18mm	30	Pcs					
29	Bone File 24cm	30	Pcs					
30	Bone File 22cm	30	Pcs					
31	T-Handle With Chuk & Key Large	50	Pcs					
32	T-Handle With Chuk & Key Medium	40	Pcs					
33	T-Handle With Chuk & Key Small	40	Pcs					
34	Self Retaning Retractor Large	30	Pcs					
35	Self Retaning Retractor Medium	25	Pcs					
36	Self Retaning Retractor Small	20	Pcs					

S #	Instrument Name with Size	Size Qty.		Quoted Product Description / Make / Brand Name	Country of Origin	DRAP #	Unit Price	Total Price		
37	Bone Cutting Forcap Large	30	Pcs							
38	Bone Cutting Forcap Medium	25	Pcs							
39	Bone Cutting Forcap Small	20	Pcs							
40	Wire Cutter Large	25	Pcs							
41	Wire Cutter Medium	20	Pcs							
42	Wire Cutter Small	20	Pcs							
43	Bone Hamer Fiber Handle 500gm	10	Pcs							
44	Bone Hamer Fiber Handle 750gm	15	Pcs							
45	Bone Hamer Fiber Handle 900gm	20	Pcs							
46	Plier	20	Pcs							
47	Adoms Plier	10	Pcs							
48	Wire twister Tunglen	15	Pcs							
49	Bone Nibble Large	30	Pcs							
50	Bone Nibble Medium	30	Pcs							
51	Bone Nibble Small	30	Pcs							
52	Wire Passer Large	15	Pcs							
53	Wire Passer Medium	15	Pcs							
54	Hohmann retractor Large	30	Pcs							
55	Hohmann retractor Medium	30	Pcs							
56	Hohmann retractor Small	30	Pcs							
57	Tenis Nail Complete Set	1	Set							
58	Broken Screw Set	1	Set							
				ТО						
				5% Pe	5% Performance Security					

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**.

 Item. #
 DESCRIPTION
 Unit Quantity
 Unit Compared
 Unit Compared
 Unit Compared
 Output

 Image: Compared on the compared

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

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.
 - The completed Form of Bid along with Schedules to Bid.
- c. Condition of Contract & Contract Data
- d. The priced Scheduled of prices
- e. The specifications

b.

- 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):

Marra	e f	Duin ain al	(Contractor	Manufastures	Committee	~ ~		1. d.d.a.w)		1	
Iname	OI	FILICIPAL	(Contractor,	Manufacturer,	Supplier	OI	any	Diddel)	with	complete	aduress.

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: _____

(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]

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

Dated:

Contract Number:NO.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 time 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