

SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA

Ref. No: Proc/SMBBIT/2024-25/468

Dated: 15 - May - 2025

TENDER NOTICE

Shaheed Mohtarma Benazir bhutto Institute of Trauma, Karachi, invites bids as per below mentioned bidding procedures, in accordance with the Sindh public procurement regulatory authority (SPPRA) rules (amended to date) though e-procurement online submission from the reputable firms who must be registered in EPADS, SPPRA and tax payer with applicable tax authorities (GST, NTN, FBR list & SRB and having relevant experience and capabilities, from the contractors / manufactures / suppliers / authorized distributors etc. for Financial Year 2024-25 & 2025-26.

S#	Tender Name	Tender fee	Bid Security	Issuance of tender Documents	Submission of Tender documents on EPADS SPPRA	Opening of tender
	Establishment of burns & Plastic Surgery ward at SMBB institute of Trauma, Karachi Ref # PROC/SMBBIT/(ADP -01)/2024-25 & 2025-26 Bidding procedure: single stage one envelop 46(1)	i no hi sector	05% of Quoted Amount	From	03-06-2025	03-06-2025
2	Building maintenance and repair Works in various departments of SMBBIT Ref # PROC/SMBBIT/ (M&R-01)/2024-25 & 2025-26 Bidding procedure: single stage one envelop 46(1)		05% of Quoted Amount	19-05-2025 To 03-06-2025 Till 9:00 AM	Upto 10:00 AM	at 11:30 AM Respectively
3	Repair & maintenance of machinery & Equipment and annual service Maintenance contract Ref # PROC/SMBBIT/(R&M-01)/2024-25 & 2025-26 Bidding procedure: single stage one envelop 46(1)		05% of Quoted Amount	ni nime		1 anisis

Complete set of tender documents containing BOQ, specification and terms & conditions can be purchased from planning & procurement department, 13th floor, SMBB institute of trauma, Chand Bibi Road, Karachi through pay order of as mentioned above each in favour of Shaheed Mohtarma Benazir Bhutto Institute of Trauma. Uploaded tender purchase receipt on (EPADS portal SPPRA) will be considered valid for the qualification of the bid. Failure to upload the tender purchase receipt shall result in rejection of the bid without further consideration. Tender documents can also be downloaded from SPPRA website https://portalsindh.eprocure.gov.pk and www.smbbit.gos.pk.

 Submitted bids will be open through e-procurement online on the same time and day (mentioned above) at 13th floor planning and procurement department, SMBB Institute of Trauma, Chand Bibi Road, Karachi.

3. The tenders shall be opened by procurement committee as per rules of e-procurement SPPRA.

- 4. In case of holiday or any incident, tenders will be obtained / submitted / opened on the next working day as per given schedule.
- Technical and financial proposal shall be uploaded online on EPADS SPPRA website as per specified in the bidding document.
- 6. Bid security must be submitted in hard copy at the above-mentioned address, in a sealed envelope, for each tender separately. The submission deadline is 3rd-06-2025, by 10:00 am. The bid security should be made in favor of SMBB Institute of Trauma, Karachi.
- 7. All bid(s) shall include government taxes. (if applicable).

INF-KRY-1577/25

8. The deductions in the bills will be done as per government rules.

EXECUTIVE DIRECTOR / D.D.O SMBB INSTITUTE OF TRAUMA, KARACHI DWORK FOR SINDH www.lwork4eindh.com JOB PORTAL BY INFORMATION DEPARTMENT



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شهيد محترم بينظير ڀٽو انسٽيٽيوٽ آف ٽراما Ref. No: PROC/SMBBIT/2024-25/468 Dated: 15-05-2025

نيندر نونيس

شهيد محترم بينظير يٽو انسٽيٽيوت آف تراما ڪراچي مالي سال 25-2024 ۽ 26-2025 لاو ڪانٽريڪٽر/مينوفيڪچررز/سيلائرز/بااختيار ڊسٽريبيوٽرز وغيره کان سنڌ پبلڪ پروڪيورمينٽ ريگيوليٽري اٿارٽي ايس پي پي آر اي رولز (اڄ تائين ترميم ٿيل) ٿرو اي پروڪيورمينٽ آن لائين پيش ڪرڻ لاءِ جيڪي گهربل EPADS ايس پي پي آر اي ۾ رجسٽرڊ هجن گڏ ٽيڪس اختيارين وٽ (GST, NTN, FBB اسٽ ۽ SRB) ۾ رجسٽرڊ هجن ۽ لاڳاپيل قابليٽ جو تجربو رکندڙ هجن تن کان هيٺ ڄاڻايل واڪ طريٽيڪار موجب هيئين ڪمن لاءِ مهربند واڪ گهرائي ٿو. آن لائين واڪ پيش ڪرڻ/آن لائين ٿينڊر کولڻ جو شيڊيول هيئين ريت آهي.

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بي بي انسٽيٽيوٽ آف ٽراما، چاند بي بي روڊ ڪراچي مان شهيد محترم بينظير ڀٽو انسٽيٽيوٽ آف ٽراما جي حق پر مٿي ڄاڻايل هرهڪ لاءِ بي آرڊر . ذريعي خريد ڪري سگهجي ٿو. ٽينڊر ڪاغذ SPPRA جي ويب سائيٽ: www.smbbit.gos.pk ۽ https://portalsindh.eprocure.gov.pk تان پڻ ڊائون لوڊ ڪري سگهجن ٿا.

- واكلازمي طرح مثين تاريخ وقت تي پلاننگ اينډ پروكيورمينټ ډپارٽمينټ, 13th فلور, SMBB انسٽيٽيوٽ آف ٽراما, چاند بي بي روډ كراچي پر اماڻيا وڃن.
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 - 4. ٽينڊر کولڻ واري تاريخ ۾ موڪل هئڻ جي صورت ۾ ساڳين شرطن ۽ ضابطن موجب ورندڙ ڪم ڪار واري ڏينهن کوليا ويندا. 5. ٽيڪنيڪا ۽ فنانشا برميندا EPADS.
- تيڪنيڪل ۽ فنانشل پروپوزل EPADS ايس پي پي آر اي جي ويب سائيٽ تي ڏنل تفصيل موجب واڪ دستاويزن سان گڏ آن لائين اپلوڊ ڪيو وڃن.
 واڪ سيڪيورٽي هارڊ ڪاپي سان گڏ مٿي ڄاڻايل ايڊريس تي مهربند لفافي ۾ هر هڪ ٽينڊر سان جدا شامل ڪري پيش ڪيو وڃي. ٽينڊر پيش ڪرڻ جي آخري تاريخ 2025-60-00 تي صبح 10:00 وڳي تائين آهي. ٽينڊر جي کلڻ کان هڪ ڏينهن اڳ تائين پيش ڪيا وڃن. واڪ سيڪيورٽي بحق جي آهي تائين آهي. ٽينڊر پيش ڪرڻ SmBB ايس پي جي مي جو تائين آهي. ٽينڊر جي کلڻ کان هڪ ڏينهن اڳ تائين پيش ڪيا وڃن. واڪ سيڪيورٽي بحق SMBB ايس پي مي مي جانايل ايڊريش ڪرڻي پوندي.
 - مسمورن واكن سان سركاري تيكس/كنتريبيوشن وغيره (جيكڏهن لاڳو ٿيڻ جو ڳا هوندا) شامل كيا ويندا.
 بلن مان كتوتي سركاري قاعدن مطابق كئي ويندي.

WORK FOR SINDH ايگزيڪيوٽو ڊائريڪٽر/D.D.O SMBB انسٽيٽيوٽ آف ٽراما. ڪراچي JOB PORTAL BY INF/KRY No.1577/2025 INFORMATION DEPARTMENT

STANDARD BIDDING DOCUMENT (SBD)



GOVERNMENT OF SINDH

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

"REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND MACHINERY

TENDER REFERENCE #: -PROC/SMBBIT/(R&M-01)/2024-25 & 2025-26

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 SHOULD SUBMIT TO PROCUREMENT DEPARTMENT IN PROPERLY MARKED SEALED ENVELOPE.
- 2. IN ALL PROCUREMENTS OF SMBBIT THROUGH ELECTRONIC BID SUBMISSION. IT IS MANDATORY FOR ALL BIDDERS TO GET REGISTERED AT EPADS SPPRA.
- **3.** NO TENDER WILL BE ACCEPTED AFTER CLOSING TIME IN EPADS SPPRA.
- **4.** 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	Electronic Bid Submission at EPADS SPPRA.
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 2024-25 / One year starting from the date of Award of contract, extendable further 2 years on yearly performance basis after approval from competent authority.
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 / Manager Biomedical of SMBB Institute of Trauma or Centers Inspection committees.

INSTRUCTIONS TO BIDDERS

1. Invitation to Bid:

The Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT) invites bids using the Single Stage One Envelope Procedure as per the Sindh Public Procurement Rules 2010 (amended). Interested Manufacturers, Importers, Sole Agents, or Authorized Distributors must be registered with EPADS SPPRA and be taxpayers with relevant authorities (GST, NTN, FBR, SRB where applicable). Experience requirements are detailed in Annex-A of the bid document.

2. Submission of Tender Fee and Bid Security:

A Tender Purchase Receipt must be generated by submitting the tender fee Pay Order to the Planning & Procurement Department located on the 13th Floor of Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT), Karachi. The Pay Order should be made in favor of "Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi." Pay Orders will not be accepted on the day of bid opening. Only the uploaded Tender Purchase Receipt on (EPADS Portal SPPRA) will be considered valid for the qualification of the bid. Failure to upload the Tender Purchase Receipt shall result in rejection of the bid without further consideration. Tender purchases must be carried out in accordance with the procedure outlined in the Notice Inviting Tender (NIT).

3. Complete Tender Documents:

Bidders must ensure that the tender documents they receive are complete. A thorough check of the **Table of Contents** is essential.

4. Site Visit and Document Review:

Bidders should visit the site at their own expense to understand the project fully. Any missing details or specifications should be obtained from the **Planning & Procurement Department** before bidding. Once a bid is submitted, it is assumed that no further clarification was needed.

5. Submission of Tender Fee:

A pay order for the tender fee, made out to Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi, must be submitted before the bid opening at the Planning & Procurement Department, SMBBIT. Failure to do so will result in rejection of the bid.

6. Submission of Bid Security:

A **Bid Security** in the form of a **pay order** from a scheduled bank must be submitted in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT)** before the bid opening at **EPADS SPPRA**.

7. Proper Submission of Bid Documents:

The original bid must be typed or written in permanent ink. The person signing the bid must initial every page, with their name and designation clearly indicated.

8. Pricing:

Bidders must include the unit price (where applicable) and total price in Pakistani Rupees (PKR) for all goods/services they plan to supply.

9. No Bid Changes After Opening:

Bids cannot be altered or modified after they have been opened. However, the **Procuring Agency** may ask for clarifications that do not affect the core content of the bid.

10. Right to Reject Bids:

The **Procuring Agency** reserves the right to reject any or all bids before acceptance. Reasons for rejection can be communicated upon request, but there is no obligation to justify the decision.

11. Inclusive Pricing:

The quoted price should cover all expenses, including taxes and other obligations. If there are any calculation errors, the tender price will be corrected accordingly.

12. No Unauthorized Changes:

Unauthorized changes in the tender documents will result in rejection of the bid.

13. Clarifications and Revisions:

Any revisions or changes to the tender documents will be issued by the authority as an official **Addendum/Corrigendum**. Bidders must sign and return these with their tender documents.

14. One Rate Per Work:

Bidders must quote only one rate for each item of work, based on the specifications in the tender. Any handwritten changes or corrections must be signed.

15. Submission of Complete Documents:

All required documents must be submitted, signed, stamped, and priced, in line with the deadlines specified in the bid data.

16. Contract Agreement:

Winning bidders will be required to sign a **Contract Agreement** as outlined in the tender document.

17. No Contact After Bid Opening:

Bidders are not allowed to contact the **Procuring Agency** after the bid opening, except in writing if additional information is needed.

18. Forfeiture of Bid Security:

The **Bid Security** will be forfeited if a bidder withdraws their bid after the opening or fails to sign the contract within the required time if their bid is accepted.

19. Conditional Tenders Not Allowed:

Conditional tenders and tenders without bid security will not be considered.

20. Bid Validity:

Bids must remain valid for 90 days after the opening date and may be extended as per **SPPRA Rules**.

21. No Hand-Delivered or Mailed Bids:

Bids must be submitted electronically via **EPADS SPPRA**. Hand-delivered or mailed bids will not be accepted.

22. Evaluation of Bids:

Bids will be evaluated based on the criteria outlined in the tender terms and conditions.

23. Fixed Prices:

Once quoted, prices cannot be changed during the contract period.

24. Contract Period:

The quoted prices must be valid for the entire contract period, which is one year (or until the next tender is finalized). Orders will be placed based on demand from SMBBIT and its satellite centers in Sindh.

25. Free Samples:

Bidders must provide free samples of all quoted products.

26. Sample Submission:

Samples must be submitted in commercial packaging at least two days before the tender submission. Each sample should be marked with the relevant section and item number. Failure to submit samples will result in rejection of the item.

27. Inclusive of Taxes:

Quoted prices must include all applicable taxes, which will be deducted from the contractor's bill.

28. Government Taxes:

Applicable government taxes, including income tax, sales tax, and stamp duty, will be affixed to bills or contract agreements.

29. Paginated Documents:

All submitted documents must be paginated and flagged, with details mentioned in the index. Non-compliance may lead to bid rejection.

30. Firm Prices:

The bidder must quote a firm price for each item, stated both in figures and words, for delivery to SMBBIT and its satellite trauma centers.

31. Fixed Distributor:

Once a distributor is nominated by the manufacturer/importer, they cannot be changed during the contract period.

32. Single Representation:

No manufacturer/importer is allowed to authorize their distributor or any other entity to quote the same item that they are bidding for themselves. Failure to comply will result in the rejection of both bids.

33. 80% of the due Sindh Sales Tax (if applicable) will be deducted from the bill of the Contractors / Suppliers while remaining 20% will be deposited by the Contractors / Suppliers themselves.

TERMS & CONDITIONS OF TENDER

• Performance Security:

Successful bidders must submit **Performance Security** in the form of a **Pay Order, Demand Draft, or Bank Guarantee** in favor of **SMBBIT, Karachi** (amount specified in the bidding data). The security deposit will be returned after successful completion of the supply and contract period. Failure to comply with the contract terms at any stage may result in the forfeiture of the security deposit.

• Inclusive of Taxes:

The bid price should include all applicable government taxes, excluding **Withholding Tax**.

• Disqualification for False Information:

The **Procurement Committee** reserves the right to disqualify any bidder if it is found that false or misleading information was provided about the bidder's qualifications, competence, or experience.

• Adjustment of Quantities:

The **Procuring Agency** reserves the right to increase, decrease, or remove items or quantities without changing the unit price or other terms.

- Contractor will not be allowed to participate in any Political / Immoral / Illegal activities in the premises of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi.
- Contractor will not be allowed to sublet the contract.
- Any Kind of Joint venture will not be allowed.

• Correction of Errors:

In case of an arithmetic error, the **unit price** will prevail, and the total price will be adjusted accordingly. If the bidder does not accept the correction, their bid may be rejected, and the bid security forfeited.

• Sales Tax Deductions:

As per Government policy.

• Bid Security Requirement:

Bids submitted without **Bid Security** will not be considered. If a bidder fails to submit performance security within seven days of receiving the **Letter of Acceptance**, their bid security will be forfeited.

• Estimated Quantities:

The quantities listed are estimates and may change based on the approved budget and the discretion of the **Procurement Committee**.

• Compliance with Specifications:

All items must comply with the specifications and instructions provided in the tender documents.

• Signing of Integrity Pact:

Bidders must sign and stamp the **Integrity Pact** included in the bidding documents. Failure to do so will result in rejection of the bid.

• Liquidated Damages for Delays:

If the supplier fails to deliver goods or services on time, **liquidated damages** will be applied, as outlined in the bidding data, until delivery is completed. Repeated delays may result in contract termination.

• Prompt Delivery:

Bidders are required to strictly comply with the delivery timelines outlined in the "Schedule of Requirements." Failure to provide precise and accurate delivery timelines as per the specified clauses will result in bid rejection for non-compliance.

• Final Technical Evaluation:

The technical evaluation will be carried out by the **Procurement Committee** based on the **ANNEX-A**. The committee's decision will be final.

• Purchaser's Right to Adjust Quantities:

SMBBIT reserves the right to increase or decrease the quantity of goods/services at the time of contract award and even during the contract period without changing the unit price.

• Purchaser's Right to Accept/Reject Bids:

SMBBIT reserves the right to accept or reject any bid or cancel the tender altogether in accordance with **SPPRA Rules 2010 (amended)**.

• Grievances and Dispute Resolution:

Any grievances or disputes will be resolved according to SPPRA Rules 2010 (amended).

• Bid Evaluation:

Bids will be evaluated based on the criteria mentioned in Annexure A.

• Alternative Bids:

Not allowed.

• Replacement of Short Shelf Life Items:

If an item with a short shelf life before its consumption, **SMBBIT** will notify the supplier six months in advance. It is the supplier's responsibility to replace the item with a longer shelf life. If the supplier fails to do so, the expired stock must be replaced free of charge. Expired stock will be destroyed by **SMBBIT**.

• Required Shelf Life:

No item with less than **70% shelf life** will be accepted for locally manufactured items. For imported items, standard shelf-life requirements apply.

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)

	Technical Evaluation Criteria (Mandatory)								
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.	Annual Turnover during last three (03) financial years up till PKR 30 million & above. (Audited Statements of Accounts and Income Tax Return Forms must be attached as supporting documents)								
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.	Bidders must submit an undertaking on legally valid, attested stamp paper, confirming their commitment to supply the required items within the stipulated time frame as per the "Schedule of Requirements." Any modification or deviation in the delivery timelines will result in bid rejection. (ANNEXURE-E).								
10.	Bidders currently providing services at SMBBIT must obtain and attach a satisfactory performance certificate from the competent authority of SMBB Institute of Trauma, specifically for the financial year during which they last rendered services. New bidders are required to submit at least three satisfactory performance letters from reputable healthcare facilities. Failure to provide these certificates will result in the rejection of the bid.								
11.	Authorization / Distributors Agency Agreement with Manufacturer. (Where Applicable)								
12.	Quoted items must be CE Certified / FDA Approved / DRAP Registered (Certificate should also be attached). (Where Applicable)								
13.	Bid Letter Form on bidder's letter head as per sample of this bidding documents duly sign and stamp. (ANNEXURE-C)								

S. #	List of Documents	Yes	No
	Bid security Original Pay Order / Bank Draft should be submitted prior to the		
14.	opening of the bid in EPADS SPPRA at office of Planning & Procurement		
	Department, SMBBIT - Karachi.		
	Tender Purchase Receipt (Mandatory Requirement).		
	All bidders are required to upload the Tender Purchase Receipt along with the		
	bid documents on the EPADS (SPPRA Portal).		
	Important Note:		
15.	Pay Orders will not be accepted on the day of bid opening.		
15.	Only the uploaded Tender Purchase Receipt will be considered valid for		
	the qualification of the bid.		
	• Failure to upload the Tender Purchase Receipt shall result in rejection		
	of the bid without further consideration.		
	Tender purchases made as per notice inviting tender (NIT).		
16	Tender items survey / inspection certificate issued from Biomedical department		
16.	of SMBBIT should be attached with item supporting.		

NOTE:

- 1. The offer will not be entertained if the above mentioned documents are not found attached.
- 2. 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.

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 or (Till the finalization of next tender) 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. The bidder must provide its services within 30 days from the date of the supply order / receiving date or tender award. Liquidated damages will apply for any delays beyond the specified schedule, as outlined in the bidding data sheet. In case of non-compliance, the hospital reserves the right to take appropriate action in accordance with SPPRA Rules 2010 (Amended till date). Bids proposing a delivery time exceeding one month will not be considered or accepted.

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.

BILL OF QUANTITIES (BOQ)

<u>REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND</u></u> <u>MACHINERYFOR SMBB INSTITUTE OF TRAUMA, KARACHI</u>

Bidder should possess the required skills and acumen to maintain/repair and perform the calibration according to the International Standards and Manufacture's specifications of the equipment hereinafter mentioned and to maintain the below mentioned equipment, located as stated;

SECTION A: RADIOLOGY DETAILS OF EQUIPMENT

S.#	Item Description	Qty.	Make	Model	Per Month Price (Including all taxes)	Annual Total (Including all taxes)
01	CT Scan Machine 16 Slice	01	Toshiba	Activion- 16		

Note: Financial proposal must be submitted on company letter head duly signed and stamped. Bidder should type their offer in both figure and words of the total amount; else the offer would be rejected.

All interested bidders must inspect the above mention medical equipment &machinery before submitting the bid once bid submitted by bidder, bid consider will be final no amendment future allowed.

SECTION A SCOPE OF WORK

A. Servicing & Maintenance with all Parts, Consumables & all Accessories;

- **1.** Bidder will carry out required Periodic Preventive Maintenance (PPM). The PPM will be carried out as per instructions given by Original Equipment Manufacturer (O.E.M) which includes: -
 - Function and operation safety check.
 - Adjustment, setting and lubrication.
 - Calibrations on all required parameters.
 - Correction of detected defects which result from normal wear and tear and replacement of parts, if necessary, to enhance quality.
 - Update of originally purchased software whenever made available by the factory.

- Field modification, if any, recommended by the factory to improve performance and reliability.
- 2. Bidder will carry out all necessary repairs and replacement whether in parts, cards, controls, batteries, UPS, Screens, accessories, x-ray tube & main detectors or anything else as and when necessary to keep the said equipment / machinery functional. Furthermore, Bidder shall provide support to operating staff of the "Equipment"; as and when considered necessary by the Biomedical Department SMBBIT.
- **3.** Bidder will provide lubricants, greases, oil and all other material required for the servicing & maintenance of above mentioned equipment.
- **4.** Bidder will submit the service report to the Biomedical Engineer / officer assigned by the competent authority along with checklist duly signed completed in all respects after successful completion of each PPM for verification and signatures by all concerned.

B. <u>Trouble Shooters:</u>

- 1. Bidder shall provide and maintain fully qualified engineers & technical staff to carry out the obligations under this contract. Such engineers or technologists or technical staff shall respond to service calls within an hour on 24/7 basis, in case deployed on call or immediately if available on floor, during the entire period of this contract.
- 2. Bidder on receipt of any complaint of malfunctioning of the equipment will immediately detail qualified service engineers or technical staff who will troubleshoot the fault & identify and replace defective part on site and submit defective part/s within 8 Hours to Bio-medical department.

C. Providing & Fixing of Spare Parts and Accessories:

- 1. Bidder shall maintain all machinery & equipment which cover whole range of Cards, X-ray tube & main detectors, parts, components, controls, batteries, accessories and others to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the bidder under contract period.
- 2. Bidder will be responsible to arrange the availability of fast moving spares & expendables off the shelf and supply and replace the part within 24 Hours. However, if the required parts are to be procured from the Manufacturer/ abroad; firm will arrange the same fastest means within seven (07) working days.

D. <u>Penalty:</u>

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

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

E. Force Majeure:

Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental

authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

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

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

Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations.

Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Client of its payment obligations for the Services actually rendered by the Operator. If an event of Force Majeure continues interruptedly for a continuous period of thirty (30) days, the parties may by mutual written consent terminate this Agreement, with effect from the date mutually agreed.

F. <u>Contract Termination:</u>

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

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

G. Governing Law & Dispute Resolution:

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

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts

to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

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

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

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

The language of the arbitration shall be English.

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

H. Confidentiality:

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

I. <u>Amendments:</u>

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

J. <u>Duration of Contract:</u>

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

K. General Conditions:

- **1.** Biomedical Department / Concern department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
- **2.** Bidder should provide proper plan of PM and calibration of said machinery from the date of contract starts.

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

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

Signature of Manufacturer / Importers / Sole Agent / Contractors:						
Name of Firm:						
Full		Address:				
Office No:	Cell No.:					
Email Address (if any):						

SECTION B: OVERALL DETAILS OF EQUIPMENT

S#	Fixed Asset Name	QTY.	Model #	Serial #	Floor	Location	Unit Price Including all applicable taxes		
				Ground Floor		•			
1	Ultrasound Machine	1	Xario-200	99B1493715	Ground	Ultrasound			
2	Ultrasound Machine	1	Aplio-300	NSD1692784	Ground	Echo			
3	Ultrasound Machine	1	R-5	B1A310300000423	Ground	Ultrasound			
4	Defibrillator	1	TEC-8321K	189	Ground	Emergency			
5	Defibrillator	1	TEC-5531K	7659	6th	ОТ			
	1st Floor								
6	Dental Unit	1	Sirona	24396	1st Floor	Dental			
	1]	P5 Vacuum Plant	1				
7	15Hp Lubricated Vacuum Plant 1	1	MILS		Р5	Vacuum Plant			
8	15Hp Lubricated Vacuum Plant 2	1	MILS		Р5	Vacuum Plant			
			P5	Waste Management					
9	Waste incinerator	1	NW-50	-	Р5	Waste Management Plant			
			(Operation Theater					
10	NIMS	1	E112509	X04202282	6th	ОТ			
11	Heart Lung machine	1	Sorin Stockert S5	48E02806	6th	ОТ			
12	IABP	1	CS300	-	6th	ОТ			
13	Heater Cooler Unit	1	HCU 40	-	6th	ОТ			
14	Neruo- Navigation	1	Steath Station S7	N05997780	6th	ОТ			
15	Surgical Aspirator	1	Soring	93847901	6th	ОТ			

16	Anesthesia Machine	1	Cealus Lite	45008	6th	ОТ	
17	Anesthesia Machine	1	Cealus Lite	44831	6th	ОТ	
18	Drill Saw	1	Desouter	-	6th	ОТ	
19	Drill Saw	1	Desouter	-	6th	ОТ	
20	Pendriive	1	Synthsis	-	6th	ОТ	
21	Video Laryngoscope	1	C-mac	-	6th	ОТ	
22	Defibrilator	1	TEC-5531K	7658	6th	ОТ	
7th Floor							
23	Ventilator	1	Hamilton C-3	8295	7th	ICU	
24	Ventilator	1	Hamilton C-3	8240	7th	ICU	
25	Ventilator	1	Hamilton C-3	11522	7th	ICU	
26	Ventilator	1	Hamilton C-3	8246	7th	ICU	
27	Ventilator	1	Hamilton G-5	11853	7th	ICU	
28	Ventilator	1	Hamilton C2	7269	7th	ICU	
29	Ventilator	1	Hamilton C2	7440	7th	ICU	
30	Ventilator	1	Hamilton C2	7446	7th	ICU	
31	Ventilator	1	Hamilton C2	7540	7th	ICU	
32	Ventilator	1	Hamilton C2	7264	7th	ICU	
33	Ventilator	1	Hamilton C2	7267	7th	ICU	
34	Ventilator	1	Hamilton C2	7505	7th	ICU	
35	Ventilator	1	Hamilton C2	7480	7th	ICU	
36	Ventilator	1	Hamilton C2	7275	7th	ICU	
37	Ventilator	1	Hamilton C2	7551	7th	ICU	
				9th Floor			
38	Field Analyzer	1	HFA3-830	830-15063	9th	ОТ	
39	OCT Machine	1	OCT Spectralis	Spec-tr-04859	9th	ОТ	
40	Constellation	1	Constellation Vision System	1801907901X	9th	ОТ	
41	Constellation	1	Constellation Vision System	1403693301X	9th	ОТ	
42	Phaco machine	1	Laurette	1403599101X	9th	ОТ	
43	Topcon Microscope	1	OSM 710	510656	9th	ОТ	
44	Indirect Machine	1	GYC-1000	13111	9th	ОТ	
45	Corneal Topography (Tomey) Machine	1	TMS-5	432905	9th	ОТ	

11th Floor								
46	C-arm Machine		Toshiba	2101711012	11th Floor	O.T		
	AVSU Panel							
47	AVSU panel	1	-	-	Ground Floor	Resuscitation Room		
48	AVSU panel	1	-	-	Ground Floor	Acute Bay Care		
49	AVSU panel	1	-	-	1st Floor	Ventilation Bay		
50	AVSU panel	1	-	-	1st Floor	Bay IV		
51	AVSU panel	1	-	-	7th Floor	ICU		
52	AVSU panel	1	_	-	10th Floor	Thoracic Surgery		
53	AVSU panel	1	-	-	12th Floor	Ortho II		

Note:

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

The bidder is required to conduct an equipment survey in coordination with the Biomedical Engineer of SMBBIT and obtain a certificate of assessment, as specified in the mandatory clause. Failure to comply will result in bid rejection.

Signature of Manufacturers /Importers/Sole Agents/Contractors: - _____

Name of Firm: - _____

Full Address: - _____

Telephone No. Office:	Cell No:
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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

<u>Tender Title</u>

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	Quoted Rate

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

- 3. In consideration of the payments to be made by the 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)

(Name, Title, Signature & Seal)

Signature: _____

2.

1.

(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 Schedule of requirement.

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