

Tender Fee – Rs. 5,000/=

STANDARD BIDDING DOCUMENTS



GOVERNMENT OF SINDH

**SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF
TRAUMA (SMBBIT).**

Tender Reference # PROC/SMBBIT/(D&M-01)/2024-25

**LOCAL PURCHASE OF DRUGS / MEDICINES / DISPOSABLE ITEMS
ON 24/7 EMERGENCY BASIS FOR SMBBIT, KARACHI.**

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INSTRUCTIONS TO BIDDERS

1. **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** invites sealed bids on **Single Stage - One Envelop** Procedure as per clause 46(1) Sindh Public Procurement Rules 2010, Amended till date from registered Pharmacy & Medical Store owners for “**Local Purchase of Drugs / Medicines / Disposable Items on 24/7 Emergency Basis**”. **Tender Reference #: -PROC/SMBBIT/(D&M-01)/2024-25.**
2. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.
3. 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** before bidding. Once the tender is submitted, it will be assumed that no further clarification was required.
4. Tender Fee in shape of pay order in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** must be attached; else the offer will be rejected.
5. 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** in the financial proposal.
6. 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.
7. 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.
8. 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.
9. 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 SPP 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.
10. 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.

11. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
12. 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.
13. 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.
14. 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.
15. Contractor who wins the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
16. 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.
17. 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.
18. Conditional tender and tender without bid security shall not be considered.
19. GST / Income Tax Certificate must be accompanied with tender
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 what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
22. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.

BIDDING DATA

Procuring Agency	:	SMBB Institute of Trauma
Address	:	Chand Bibi Road, Karachi
Name of Item	:	Local Purchase of Drugs / Medicines / Disposable Items on 24/7 Emergency Basis
Bid Validity	:	90 Days
Amount of Bid Security	:	Rs. 1,000,000/-
Last date of Selling of Bid	:	As mentioned in NIT
Date of Submission of Bid	:	As mentioned in NIT
Place for Submission	:	As mentioned in NIT
Date of Opening of Bid	:	As mentioned in NIT
Place of Opening	:	As mentioned in NIT
Performance Security	:	Rs. 2,000,000/-
Language of Bid	:	English
Bidding Procedure	:	Single Stage One Envelope Procedure / SPP rule 46(1)
Advance Payment	:	No Advance Payment
Period of Completion	:	Financial Year 2024-25
Liquidity Damages	:	0.03% of the bid price per day after the period of Completion up to 10% maximum depends upon the damages done due to non-supply.
Inspection Authority	:	Authorized Officer
Place of Delivery	:	Store of SMBB Institute of Trauma, Karachi

TERMS & CONDITIONS OF TENDER

- a) SMBB Institute of Trauma, Karachi invites sealed bids on **Single Stage One Envelope Procedure** as per clause 46(1) of SPP Rules 2010 (Amended till date) from Interested Bidders for **“Local Purchase of Drugs / Medicines / Disposable Items on 24/7 Emergency Basis”**. **Tender Reference #: -PROC/SMBBIT/(D&M-01)/2024-25.”**
- b) **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Pay Order / Demand Draft as per amount mentioned under Bidding Data in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**. The same will be released after successful completion of contract period. Moreover, security deposit shall be forfeited by the Procuring Agency if contractor fails to comply with terms and condition of the contract at any stage during contract period.
- c) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
- d) Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value (Rs.100).
- e) The firm will be responsible for **“Local Purchase of Drugs / Medicines / Disposable Items on 24/7 Emergency Basis”** at consignee address. (SMBB Institute of Trauma). If it fails, the Security Deposit will be forfeited.
- f) 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.
- g) 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.
- h) 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.
- i) **% Discount offered / Quoted shall remain valid up to 30th June 2025.**

- j) No tender will be entertained without Bid Security which will be forfeited in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.
- k) Quantities of tender items are on estimated basis and could vary according to the amount sanctioned and released and as per discretion of Procurement Committee.
- l) All manufactured and other items should be used in the work in accordance with the instructions, specifications in the Tender Document and also in accordance with generally accepted norms of good workmanship.
- m) 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.
- n) Bid price should be inclusive of all applicable Government taxes (Income Tax / General Sales Tax / Sindh Sales Tax & 0.35% Stamp Duty of the value of the contract amount will be affixed on the contract agreement of the full contract value by the Contractors / Suppliers.
- o) 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 per day 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.

I/ We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC NO _____ **(Copy must be attached else the offer will be rejected).**

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.	Copy of Valid Drug Sales license		
3.	Registration with Income Tax – NTN (Attach Certificate)		
4.	Professional Tax 2023-24 (Attach Certificate)		
5.	Registration Certificate of General Sales Tax . (Where Applicable)		
6.	Relevant Experience with documentary proof (relevance means 24/7 basis medicines supply from medical store to Institute. (Last Three Years) Award of Contract / Contract Agreement last three years		
7.	Recent Bank Certificate / Bank Statement regarding financial soundness of the firm to do business up till PKR 50 Million .		
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 attached sample as per page # 16).		
9.	Prospective medical Stores should exist within 1 km distance from the procuring agency / in case of no-existence of desired distance, preference will be given to those medical stores, situated in nearest proximity of SMBB Institute of Trauma Karachi.		
10.	The prospective medical store must use its own software for managing indent forms, medicines details, and billing, and only software-based records and billing are accepted; manual bills and details are not permitted. Availability of software and a computer at the medical store is mandatory.		
11.	All invoice formats must adhere to the structure outlined in Workflow Heading #9, Point #02 Table (please refer to the attached software demo invoice for reference). Additionally, a legally valid undertaking, duly attested and stamped, is required to confirm compliance with Workflow Heading #9, Point #02 Table throughout the duration of the tender completion		
12.	Undertaking on legal valid and attested stamp paper regarding timely supply of the all Drugs / Medicines / Disposable Items at institute and 24/7 on call services.		
13.	Bidder already providing same services at SMBBIT / TERCL should obtain & attach a satisfactory performance certificate from competent authority (for the financial year in which the bidder last provided its services).		
14.	Pay order / Bank Draft of Bid security / Earnest money should be attached along with bidding document.		

NOTE:

1. The offer will not be entertained if the required documents are not found attached.
2. Financial proposal must be submitted on company letter head duly signed and stamped.
3. Authorization / Distributors Certificates from Manufacturer. (**Where Applicable**)

**SCHEDULE OF REQUIREMENT & PRICE FOR THE LOCAL
PURCHASE OF DRUGS / MEDICINES / DISPOSABLE ITEMS (24/7 ON
EMERGENCY BASIS) DURING THE FINANCIAL YEAR 2024-25”
SMBBIT KARACHI.**

S #	Description	QUANTITY REQUIRED	% Discount offered on Market Retail Prices. (MRP)
01	Local Purchase of Drugs / Medicines / Disposable / Items (24 Hours / 7 Days on Emergency Basis)	As per requirement “Daily 24 Hours on Emergency Basis”	

1. Regular Indenting:

- **Frequency:** Suppliers, bidders, or their representatives visit the Store department regularly for indenting, collecting requirements shift-wise.
- **Mobile Application:** For night shifts, Sundays, and holidays, indents should be submitted through a designated mobile application group, which must be signed by the authorized officer of the store department by the next working day.

2. Emergency Situations:

- **Initiation:** Authorized officers can send emergency indents via a dedicated WhatsApp group.
- **Supply:** Emergency supplies are provided promptly.
- **Documentation:** The emergency indent must be countersigned by the Store Department authorized officer on the next working day.
- **Exceptions:** This process is applicable after store working hours or on holidays declared by the competent authority.

3. Timely Supply:

- **Turnaround Time:** Collected indents must be supplied within 2 hours and, at most, by the end of the shift. For example, if the indent is issued in the morning shift, it must be delivered before the end of that shift.
- **Consequences for Failure:** Failure to meet deadlines results in warnings from authorized officers. If three warnings occur in a month, management may impose penalties and take strict actions.
- **Emergency Situations/Alerts:** Urgent supplies are emphasized during emergency situations or alerts.

4. Indent Authorization:

- **Signatories:** All nominated authorized officers, including the concerned Pharmacist, must sign the indents.
- **Emergency Indents:** Signed copies of emergency indents are collected the next day.

5. Inspection:

- **Responsibility:** The Receiver's Pharmacist from designated departments conducts inspections of the supplied items.
- **Quality Assurance:** Damaged or substandard items must be replaced by the supplier free of cost.

6. Receipts:

- **Confirmation:** Receipts are obtained after the materials have been sent to the relevant authorities.

7. Penalties for Failure:

- **Failure Criteria:** Management can impose penalties and take strict action for:
 - Failure to meet supply deadlines.
 - Non-compliance with documentation requirements.

8. Labeling:

- **Information Requirements:** Supplies against requests must be labeled with Batch #, Brand, Manufacturing, and Expiry date to ensure traceability and quality control.

9. Documentation:

- **Submission Deadline:** Delivery Challan and Invoice should be submitted on the same day or at the latest by the next day.
- **Information Details:** Software-generated Invoices must include detailed information as per the provided table, ensuring transparency and accountability.

SR.#	Slip Date	Requested Department Name	Item Generic / Requested product	Requested Item Qty.	Supplied Product name	Supplied Qty.	Product MRP	Discount	Rate after discount	Total Amount
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10. Unused Supplies:

- **Return Process:** LP supplies that are not utilized must be returned by the Store Pharmacist.
- **Explanation Requirement:** A written notice, with sufficient explanation approved by Management, is necessary for returning unused supplies.

Signature of Chemists / Druggists: - _____

Name of Medical Store: - _____

Full Address: - _____

Telephone No. Shop: - _____ Cell No: - _____

Email Address (if any) _____

BID LETTER FORM

From:
(Registered name and address of the bidder)

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

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

Tender Title: _____

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

If our bid is accepted, we undertake to;

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

Place: _____

Bidder's signature
and seal.

Date: _____

CONTRACT AGREEMENT

Tender Title

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

BETWEEN

M/s.

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

AND

SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI

A department under Government of Sindh, having its office at SMBB Institute of Trauma, Karachi, 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 SMBB Institute of Trauma, Karachi and has necessary know how and staff in the respect.

AND

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

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

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement 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 at the behest of the said Principal we, the Guarantor above named, are held and firmly bound unto the Additional Medical Superintendent, SBB Accident Emergency & Trauma Centre, 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 Contract 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:

1. _____
(Name, Title, Signature & Seal)

2. _____
(Name, Title, Signature & Seal)

Guarantor (Bank)

Signature:

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]

INTEGRITY PACT

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

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

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

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

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

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

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

M/s.

EXECUTIVE DIRECTOR / DDO