

STANDARD BIDDING DOCUMENTS



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

TENDER TITLE:

**“OPERATION, RUNNING, REPAIR AND
MAINTENANCE (WITH PARTS & CONSUMABLES)
OF 11 ELEVATORS & 4 DUMBWAITERS”
AS PER SPPRA RULE 46(1)**

**TENDER REFERENCE#
PROC/SMBBIT/(R&M-02)/2022-23**

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
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	Planning & Procurement Dept. 13 th Floor at SMBB Institute of Trauma, Karachi
PERFORMANCE SECURITY	10% of the Contract Value
LANGUAGE OF BID	English
CURRENCY OF BID	PKR
BIDDING PROCEDURE	Single Stage One Envelope Procedure 46(1) / SPPRA Rule (Complete in Single Package)
ADVANCE PAYMENT	No Advance Payment will be allowed
PERIOD OF COMPLETION	One year from the date of Award of Contract & Extendable for further two years on yearly basis, after the approval from Competent Authority

INSTRUCTIONS TO BIDDERS

1. **Shaheed Benazir Bhutto Institute of Trauma** invites sealed bids on **Single Stage One Envelope Systems 46(1)** as per Sindh Public Procurement Rules 2010, (Amended till date) from service providers for **“Operation, Running, Repair and Maintenance (With Parts & Consumables) of 11 Elevators & 4 Dumbwaiters”** (As Per SPPRA Rule 46(1) Tender Reference No: **PROC/SMBBIT/(R&M-02)/2022-23**).
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 13th Floor at 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 13th Floor at Shaheed Mohtarma Benazir Bhutto Institute of Trauma, 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), Karachi** 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**.
7. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing and stamped 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 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.
25. **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.**
26. **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.**
27. **Technical Evaluation:** It will be examined in detail of the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in B.O.Q. to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.
28. **Financial Evaluation:** It will be examined in detail whether the bids comply with the Financial / contractual conditions of the Bidding Documents. It is expected that no material deviation / stipulation shall be taken by the bidders.

TERMS & CONDITIONS OF TENDER

1. Taxes will be deducted from the contractor's bill as imposed by the Government from time to time as well as Contractor will pay all the Government Institution's Contribution himself.
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 Sheet) in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**. 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.
3. 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**.
4. Contractor will not be allowed to sublet the contract except defined specifically otherwise.
5. The Procuring agency reserves the right at the time of contract award to decrease, 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.
6. 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.
7. In case of any dispute contractor will approach the **Chief Operating Officer Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**. The decision of the **Chief Operating Officer Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**, will be final.
8. In case of any dispute, decision of the **Chief Operating Officer Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** shall be final and contractor will not challenge the decision in the Court of Law.
9. The **Chief Operating Officer Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** has the right to cancel the contract at any stage and without issuing any prior notice in case of violation of **Agreement / ToR** is proved as well as damages to the prestige or property of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.
10. Contractor will be responsible for any theft or pilferage committed by any of his employees. The employee will be liable to punishment under the rules.
11. In case of breach of the contract by the contractor, contract will be forfeited partly or fully as decided by the **Chief Operating Officer Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.

12. Any condition / clause of the Contract can be included / amended if required in the interest of the **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi with the mutual understanding of both parties.
13. Contractor shall have its own equipment required to maintain security. Equipment must be approved by the Authorized / Nominated Officer of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi before commencement of contract.
14. The Contractor should not violate or allow his Staff to violate the rules of the Government of Sindh.
15. In case of violation of any rule the contractor may be fined and legal action will be initiated against him.
16. Contractor shall be responsible for his staff.
17. The Contract is for one year starting from the date of agreement and extendable for further two years on yearly basis, after the approval from Competent Authority of SMBBIT, Karachi.
18. Document(s) for Evaluation of Services must be paged / flagged by the bidders.
19. Payment will be made on monthly basis subject to satisfactory report from concerned offices or through an inspection committee.
20. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
21. Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
22. Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value(Rs.100).
23. Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor; was false and materially inaccurate or incomplete at any stage.
24. 20% of the due 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.
25. Conditional tender and tender without bid security shall not be considered.
26. GST / Income Tax & SRB Certificates must be accompanied with tender.
27. The Procuring Agency may reject all or any bid at any time prior to the acceptance of a bid or proposals, subject to the relevant provision of SPP Rules, 2010 (Amended till date)

28. No tender will be entertained without bid security. The bid security will be forfeited to Government Treasury, in case of non-submission of performance security within seven (7) Days of receipt of the Letter of Acceptance.
29. If the contractor fails to give services within the stipulated period, liquidity charges will be imposed.
30. The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees 10 million in case of goods and 2.5 million in case of services. Failure to sign such Integrity Pact shall make the bidder non-responsive.
31. 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.

32 REJECTION / ACCEPTANCE OF BID

1. A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
2. The bid shall be rejected if:
 - 2.1 it is substantially non-responsive in a manner prescribed in this tender document; or
 - 2.2 it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
 - 2.3 bidder has conflict of interest with the SMBBIT; or
 - 2.4 bidder engages in corrupt or fraudulent practices in competing for Contract award; or
 - 2.5 bidder tries to influence the bid evaluation / Contract award; or
 - 2.6 bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 2.7 unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
 - 2.8 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 2.9 qualified by vague and indefinite expression such as “**subject to prior confirmation**”, “**subject to immediate acceptance**” etc. will be treated as vague offers and rejected accordingly; or
 - 2.10 without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
 - 2.11 bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
 - 2.12 bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / B.O.Q; or
 - 2.13 bid submitted with shorter bid validity period; or
 - 2.14 bidder fails to meet the minimum evaluation criteria requirements; or
 - 2.15 bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
 - 2.16 bidder refuses to accept the corrected Total Bid Amount / Price; or
 - 2.17 the Bidder has been blacklisted by any public or private sector organization; or
 - 2.18 bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction

to this document and Government rules and regulations; or

2.19 rates quoted by bidder are not workable (not meeting the requirements of minimum wages, Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

33 PROCESS TO BE CONFIDENTIAL

1. No company shall contact SMBBIT on any matter relating to its tendering process from the time of opening to the time of bid evaluation report announcement.
2. Any effort by a bidder to influence SMBBIT in the evaluation, comparison or selection decision may result in the rejection of its bid.

34 COMPLIANCE CERTIFICATE

I / We completely agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached)

Full Address _____

Rubber Stamp _____

MANDATORY EVALUATION CRITERIA

S.#	MANDATORY REQUIREMENTS	YES	NO
01.	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).		
02.	Copy of Valid Registration P.E.C. Certificate Category C-3 or above with ME-03 for Lifts and Escalators Compressor Generators.		
03.	Company Profile including detail of Infrastructure, staff with contact Nos. List of Equipment's and contact details of the Offices/branches available with address.		
04.	Valid Sindh Sales Tax / Sindh Board of Revenue Certificate (Copy must be attached).		
05.	Valid certificate of Registration of Employees Old-Age Benefit Institution (E.O.B.I).		
06.	Valid certificate of Social Security Registration of Employees. Registration Certificate with S.E.S.S.I.		
07.	Valid registration with S.E.C.P of Firm.		
08.	Should be registered with Income Tax Department (Copy must be attached).		
09.	Valid Copy of Professional Tax (Valid Certificate must be attached).		
10.	Copy of 2020-21 Financial year Paid Tax Return.		
11.	Submission of undertaking on legal valid and attested stamp paper that the bid prices shall not be in violation of minimum wages set by the Government of Pakistan.		
12.	Valid Authorization letter from Manufacturer.		
13.	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 (As per attached sample).		
14.	Bidder already providing same services at SMBB-IT should obtain & attach a satisfactory Performance certificate from competent authority. (For the financial year in which the bidder last provided its services)		
15.	Soft Copy (USB) containing all documents and form (In Excel/DOC format and searchable)		

Note: The bids not responsive to the above MANDATORY ELIGIBILITY CRITERIA shall not be eligible for further Technical Evaluation. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.

TECHNICAL EVALUATION CRITERIA
(MARKING)

BID EVALUATION CRITERIA:

1. The following merit point system for weighing evaluation factors / criteria.
2. Bidders achieving minimum 70% points / marks will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

S.#	Evaluation Parameters/Sub-parameters	Maximum Points.
1	Experience in Handling Lift / Elevators Service contract throughout Pakistan	Max. 10
1.1	Established during 2010 or early	10
1.2	Established during 2011-2015	07
1.3	Established during 2016- 2020	05
2	Relevant Experience Documentary proof (copies of contract or Purchase Orders) should be furnished. if no valid attachment is provided then no marks	Max.10
2.1	Experience of providing Lift / Elevators Maintenance services more than or equal to 10 years.	10
2.2	Experience of providing Lift / Elevators Maintenance Services equal to or more than 5 years but less than 10 years.	05
3	In hand inventory / Stock of 20 elevators.	Max. 20
3.1	In hand inventory / Stock of 20 elevators.(01 point for each) Max. 20 points	20
4	Workshop for repair & Maintenance works with trained engineers.	Max.20
4.1	Workshop with trained minimum 10 engineers from OEM. (02 point for each) Max. 20 Points	20
4.2	Workshop with trained minimum 5 engineers. (02 point for each) Max. 10 Points	10
5	Average Annual Turnover during the last 03 fiscal years	Max. 20
7.1	Above PKR 200 million	20
7.2	Above PKR 150 million	15
7.3	Above PKR 100 million	10
6	Client's Satisfactory Performance Certificate issued during the last 5 years by any Public Sector Organization OR any Private Sector Large National / Multi-National organization registered with SECP. (Please provide satisfactory performance letter / certificate issued during the last 3 years)	Max. 20
8.1	Above 15 Clients	20
8.2	Above 10 Clients	15
8.3	Above 05 Clients	10
	Total Points	100

**SCOPE OF WORK / SCHEDULE OF REQUIREMENTS / BILL
OF QUANTITY**

**“OPERATION, RUNNING, REPAIR AND MAINTENANCE (WITH PARTS &
CONSUMABLES) OF 11 ELEVATORS & 4 DUMBWAITERS”
(AS PER SPPRA RULE 46(1))**

TENDER REFERENCE NO: PROC/SMBBIT/(R&M-02)/2022-23

S.#	Description of Work	Qty.	U.O.M	Scope of Work	Per Month Per Unit	Per Month Total	Total Amount Per Year
A). Elevators maintenance with All Parts & Consumables:							
i.	Servicing & maintenance of elevator	10	Passenger Lifts	Ground floor to 14 floor including provision of lubricants, greases, engine oil and all other material including all parts, cards and all items required for maintain the elevators 24/7 functional basis as per instructions / direction of the Engineer In-charge / Manufacturer guide lines / manual.			
ii.	Servicing & maintenance of elevator	1	Cargo Lift	Ground floor to 14 floor including provision of lubricants, greases, engine oil and all other material including all parts, cards and all items required for maintain the elevators 24/7 functional basis as per instruction / direction of the Engineer In-charge / Manufacturer guide lines / manual.			
iii.	Servicing & maintenance of dumbwaiters	4	Dumbwaiters	4 Dumbwaiters from 5 floor to 13 floor including provision of lubricants, greases, engine oil and all other material including all parts, cards and all items required for maintain the elevators 24/7 functional basis as per instruction / direction of the Engineer In-charge / Manufacturer guide lines / manual.			
Total							

B). Manpower 24/7 Basis:

S.#	Description of Work	Qty.	U.O.M	Qualification / Experience	Per Month Per Person	Per Month Total	Total Amount Per Year
1	Chief Supervisor	01	Person	Literate / Minimum 8 Years of relevant experience			
2	Shift Supervisor cum Troubleshooter	03	Persons	Literate / Minimum 5 Years of relevant experience			
3	Trained Lift Operators	27	Persons	Literate / Minimum 3 Years of relevant experience			
Total							
Grand Total A&B							

Subsequent Year's price increase of offered Services (in terms of percentage), in case contract is renewed

2nd Year	10% (percent) Escalation in first year's price
3rd Year	10% (percent) Escalation in second year's price

Note:

- Above mentioned escalation rates are subject to availability of budget if incase budget constraint mutually decided the rates.
- All staff would be interviewed and selected by the consent of SMBBIT competent authority.
- All staff employed by contractor will mark their attendance on SMBBIT Biometric attendance system as per their Rota.

Duty Roster for Lift Operators

Location	# of Elevators	8 Hours	8 Hours	9:30 Hours
		Shift A	Shift B	Shift C
		08:00am to 04:00pm	03:30pm to 11:30pm	11:00pm to 08:30am
Admin Side 1	1	1	1	0
Admin Side 2	1	1	1	0
Admin Side 3	1	1	1	0
Patient Side 1	1	1	1	1
Patient Side 2	1	1	1	1
Patient Side 3	1	1	1	1
Patient Side 4	1	1	1	1
Attendant Side 1	1	1	1	1
Attendant Side 2	1	1	1	0
Attendant Side 3	1	1	1	0
Attendant Side 4	1	1	1	0
Total Operators Shift Wise	11	11	11	5

Duty Roster for Shift Supervisor cum Troubleshooter

Location	# of Elevators	8 Hours	8 Hours	9:30 Hours
		Shift A	Shift B	Shift C
		08:00am to 04:00pm	03:30pm to 11:30pm	11:00pm to 08:30am
Total Operators Shift Wise	11	2	1	1

SCOPE OF WORK

A. Object:

Engaging a local service provider to provide equipment curative and preventive maintenance support services to ensure its optimal functionality and minimize downtime that would occur in the event of equipment failure.

1. Provide service on 24/7 basis.
2. Service provider staff will ensure proper cleaning of control panel / machine checking of all moving parts, oiling and greasing, wherever required. (Period shall be mentioned, like: weekly / monthly and whenever and wherever required).
3. Responsible for submission of periodical performance report of lifts.
4. Responsible for maintaining a log Book wherein all the major / minor defects or complaints will be recorded along with action taken.
5. The contractor will be responsible for rectification of complaint trouble shooting of lifts at their own cost throughout contract period.
6. Responsible for more than 80% uptime of equipment. (For hospital, uptime shall be high like 95-95%). The %uptime shall be calculated by dividing the unplanned downtime by the total covered time. Down time shall be calculated on quarterly basis.
7. The Contractor shall supply and maintain such sufficient instruments, tools / gadgets and equipment, for the use of his staff that is required to enable them to fulfill their duties as per contract.
8. On receipt of any complaint (via phone call, email, letter or fax) the contractor will attend the complaints within 02 hours. Reason for any type of strike etc. for not attending the complaints in time shall not be accepted.
9. Precautionary measures, under taken by contractor regarding maintenance / servicing shall be checked and supervised by the respective building and site-in-charge. (clarity of – “Site in-charge” is required)
10. For breakdowns, involving, major repair or replacement of costly parts / material additional payment shall only be considered subject to prior approval and verification by the authorized / competent person. Additional payment will include actual charges for supply, installation, testing and commissioning of any part, item or component of equipment and shall be paid on actual cost of the good / material.
11. Frequent updates on regular, preventive and emergency plans and procedure with Procuring Agency.
12. Contractor shall ensure to post the operator & maintenance Staff as per the tender documents submitted by them for SMBBIT, Karachi.
13. Monthly Bill against contractor services will be submitted to the nominated authorized officer of SMBBIT, Karachi along with the invoice and attached service report duly signed by nominated authorized officer by the management of SMBBIT on first of every succeeding month who will process the bills within 2/3days and submit the bills through Authorized Officer / Official to the Accounts Department by 5th of same month.
14. In case of any dispute between Maintenance Staff / Workers with the Contractors the matter shall be referred to the Procuring Agency for arbitration whose decision shall be final.
15. Contractor shall provide duty roster of its Staff accordingly to the Procuring Agency on monthly basis.
16. Contractor will be bound to provide uniform (approved by the competent authority - SMBBIT) to their staff and ensure that the staff wears neat and clean uniform. In case of violation fine will be imposed by the Competent Authority or Authorized Officer, which will be at least Rs. 500/- per employee per day.
17. It is mandatory for all maintenance staff & operators to wear I.D Card of company all the time.
18. Staff involved in immoral/undesirable activities will not be allowed to serve in the SMBBIT, Karachi.
19. Contractor will be bound to change the staff who are unwanted by the P.A immediately.

20. The Staff will work according to mutually agreed time table issued by the nominated authorized officer of SMBBIT, Karachi.
21. Contractor has to assure the following;
 - i. Basic Human Rights will not be violated.
 - ii. To provide the sanctioned strength of Maintenance Staff and operator at all- time even on holiday.
 - iii. Child labor is strictly prohibited.
 - iv. To follow Labor Laws prevailing in Province of Sindh.
 - v. Contractor will not appoint any person with an addiction of Pan, Gutka, Manpuri and anything which falls under this category. Failing so said person would be terminated immediately and a fine would be imposed on Contractor.
22. In case of any complaint or observation conveyed to the contractor or their supervisor by Competent Authority-SMBBIT, Karachi or the officer authorized, the contractor will report the steps taken in order to rectify those observations in writing within stipulated time.
23. The Firm will submit its detailed report on bi-monthly basis regarding satisfactory working, efficiency of elevator to the nominated authorized officer by SMBBIT.
24. Contractor will ensure uninterrupted services under all circumstances, without any complaints being referred to the management.

B. ROUTINE & PREVENTIVE MAINTENANCE

Preventive & Corrective Maintenance shall be carried out as per manufacturer recommendation however routine and preventive maintenance during the maintenance contract shall include following.

1- Monthly

This shall include the following but not limit to:

- To check and clean panels control panels governor's car top car gates sills and pits
- To check and clean hoist way, outside cage rails, and counter weight rails.
- Adjust or repair brakes if required
- Remove litter, dust, oil etc. from all machine room equipment's
- Clean adjust and lubricate car doors tracks, pivot, hangers, car sills.
- Repair intercommunication system, Normal and emergency lights, fan, emergency call system or alarm car station indication lights.
- Clean, lubricate and adjust tracks check linkages, gears, wiring motors, check keys set screws, contacts, chains, door closer, travelling cable, Chains, wiring, contracts, relays.
- Add oil as required in car and counterweight oil buffer.

2- Quarterly

This shall include the following but not limit to:

- To clean door hangers, door rails interior of hunger case. if necessary adjust acentric rollers car door hangers, door connecting ropes.
- To check and replace door shoe if necessary.
- To clean oil car and counterweight guide shoes. Adjust if necessary
- To check oil clean and repair interior of door switches. Replace worn parts if necessary.
- To clean and check push buttons of car control panel.
- To check and repair the operation of terminal limit switches and final limit switches.

- To check repair, the governor switches.
- To remove the dust inside the traction machine and control panel using electric blower.
- To clean and repair the indicator lamps.
- Adjust clearance between safety jaws and guide rail controller parts, steel selector tape contacts, mechanical and electrical driving equipment, signal lamps and position indication equipment.
- Governor components, governor sheaves and shaft assemblies, bearings contacts, governor jaws, car and counter weight buffer, counter weight guide rail, counter weight sheave assemblies top and bottom limit switches, governor tension sheave assemblies.
- Clean both governor and hoist ropes and lubricate if needed. Equalize rope tension.

3- Annual

This shall include the following but not limit to:

- Tighten all screws, nut bolts.
- Check the condition of the cables and conduits inlets and outlets.
- Clean the wire connection box of every landing and car cages
- To check and repair the condition of worn gear and thrust bearing of the gear box.
- To check and tighten screw of control panel, starters panels and relay panels.
- To check and tighten screws of sheaves, exterior of lift frame, traction machine, guide rails, clamps foundation bolts etc.
- Clean, inspect, lubricate and manually operate all safety mechanisms replace parts or adjusts as necessary to obtain proper operation of safety devices.
- Thoroughly clean car and counter weight guide rails using non-flammable or high flashpoint solvent to remove unit lint dust and excess lubricant.

The contractor shall complete all OEM recommended scheduled maintenance activities for each elevator in addition to monthly, quarterly and annual maintenance activities set above.

OEM recommended schedule maintenance activities shall be completed by the contractor at the OEM's recommended intervals.

Works which will important to maintain the condition and standard of elevators will be carried through contractor e.g. Colour, door buffing, Floor tile, fans

C. PENALTIES:

1. Payment will not be made for the non-operational lift and dumbwaiters due to delay on the part of the contractor.
2. Additional penalty may also be imposed upon the contractor for the number of non- operational days of that specific lift and dumb waiters.
3. On duty hours if Contractors staff not found on his duty / Place Rs. 1000/- minimum charge as fine and same will be deducted from monthly bill.

D. TERMINATION OF CONTRACT:

1. SMBBIT, has right to terminate this Agreement, with cause, on Thirty (30) days written notice to the Contractor.

E. RESTRICTION OF ASSIGNMENT / TAKE OVER

1. The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the SMBBIT to terminate its services forthwith.
2. If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the SMBBIT shall be entitled to terminate its services forth with.

F. PAYMENT

1. Due payment will be made after completion of each month.
2. Contractor required to submit the following documents along with bill:
3. Invoice with covering letter, both duly signed and stamped by authorized officer, separate for each location.
4. Original attendance sheet of the operators & troubleshooters daily and monthly duly verified by the incharge.
5. Copy of any/all correspondence made with SMBBIT or any other agency / person / organization during that month.
6. Any other details/documents, if required by SMBBIT.
7. Evidence / support of all claims in bills.
8. Contractor shall Submit / close the attendance on last day of the month and shall submit invoices to concern offices by 5th of each month.

G. GENERAL CONDITIONS

1. SMBBIT at its discretion can reduce / increase the number of operators & troubleshooters, on agreed rate of payment and on the same terms & conditions, on the request of relevant in charges in case of emergencies. However, the in charge have to immediately inform the SMBBIT Management. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.
2. Contractor shall ensure the availability of adequate reserve operator & troubleshooters. In case of absence casual or other leave by any operator & troubleshooters, the contractor shall provide the alternate operator & troubleshooters from the reserve operator & troubleshooters in case of absence of any operator & troubleshooters, the contractor company shall be liable to provide the required strength at site otherwise SMBBIT reserve the right to imposed the penalty as per agreement.
3. Contractor shall ensure the placement of operator & troubleshooters, strictly in accordance with agreement, Terms and Conditions.
4. SMBBIT can increase / decrease the number of operator & troubleshooters. In this situation the contractor will be informed in writing accordingly. In case of number of operator & troubleshooters increased / decreased upon directives of SMBBIT, the payment shall be made / adjusted on the agreed rates.
5. The contractor will provide physically fit and sound in health armed operator & troubleshooters, properly uniform and ensure that each operator & troubleshooters must have following documents:
 - i. Attested photocopy of NADRA Computerized Card.
 - ii. Original Service Card issued by the Contractor's Company.
6. **Without uniform, Lethargic, inefficient, over and below age operator & troubleshooters will not be accepted.**
7. This agreement would effect from the date of Signing of this agreement and shall continue in force unless and until it is determined in accordance with the provisions regarding termination of agreement.

8. The Contractor's Company would response to cover all financial rates of operator & troubleshooters, including payment of salary and compensation to the operator & troubleshooters and all type of taxes and levies whether acquired through collective bargaining or otherwise and all the expenditure for providing allied services.
9. Any increase or decrease in any levies or rates imposed by the Government / CBA, wages and / or salaries fluctuation in market rates of equipment, materials, etc. during the currency of this agreement shall be on the Contractor account and no claims for such increase shall be entertained by the SMBBIT.
10. Any taxes/duties already in place or levied by the Government during the currency of the agreement will be on contractor account and no claim shall be entertained by the SMBBIT. If during the subsistence of this agreement or any renewal thereof any case, tax charges or surcharge is levied in respect of the services which are subject of this agreement, by the Federal, Provincial or Local Government. Such case, tax charges or surcharge, as the case may be, payable by the Contractor.
11. SMBBIT will not be liable to make any extra payment if the operator & troubleshooters is to provide services In the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.
12. The Contractor will keep tile SMBBIT free of any liability for the clause of compensation, if any to any employee of the Contractor Company in case of their injury, death etc.
13. Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the service provider for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Contractor, SMBBIT shall in no way be responsible for any compensation in this connection.
14. One-month prior notice in writing shall be served by either party for termination of contract.
15. Upon the termination of this agreement the Company shall be permitted to remove all its apparatus and equipment which may have been placed in the premises.
16. SMBBIT shall make the payment to the Company on monthly basis after submission of bill in detail with attendance sheet with name of operator & troubleshooters duly verified SMBBIT representative.
17. In case of any dispute or difference arising between the parties hereto relating to the interpretation or effect of any clause of this Agreement, the same shall be referred to **Chief Operating Officer, SMBBIT** or his nominee as Arbitrator and his decision shall be final and binding upon the parties hereto.
18. The Company shall be responsible to complete all documentation, if notified from time to time.
19. The Company shall be responsible to maintain all the record along with details of operator & troubleshooters for onward submission to SMBBIT as and when required.
20. The company will ensure that they have enough financial capacity to pay at least two-month salary timely to the deputed operator & troubleshooters in SMBBIT and company should be submitting such undertaking signed by CEO/CFO or Managing Partner on attested stamp paper of value Rs. 100/-.

H. RESPONSIBILITIES OF THE COMPANY:

1. In addition to the services to be performed by the company specified above, the company shall provide at additional cost to the SMBBIT such supervision of its employees as in necessary to adequately fulfill its obligation.
2. The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
3. The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the SMBBIT nor any of its personnel shall be held liable for either of the above in any manner.

4. The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with SMBBIT employees.
5. The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the SMBBIT management regarding their service matters that is the sole responsibility of the company.
6. The SMBBIT may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.

SIGNATURE OF THE CONTRACTOR

STAMP

Signature : _____

Name : _____

Designation : _____

CNIC No : _____

(Copy duly attested must be attached)

Ph. No. _____ Cell No. _____

Fax No. _____

BID LETTER FORM

From:

(Registered name and address of the bidder) To:
Chief Operating Officer,
SMBB Institute of Trauma, Karachi - 74200

Sir / Madam,

Having examined the bidding document and amendment thereon we the undersigned, offer to 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: _____
signature

Bidder's
and seal.

Date: _____

CONTRACT AGREEMENT

Title of Project

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 SMBBIT, Chand Bibi Road, Karachi Sindh, Pakistan hereinafter mentioned as "the Client", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

WHEREAS the Contractor has agreed to render certain services i.e. "Tender Title" to SMBBIT, Karachi and has necessary know how and staff in the respect.

AND

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

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

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.

The supply of medical gases is the most urgent and essential nature to save the precious lives of the patients. Deliberately or un-deliberately interruption is not permitted whatsoever the reason is, the supplier will be responsible.

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 are e 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 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. 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. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
7. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
8. That undersigned has not employed any child labor in the organization/unit.
9. 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.

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. _____

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:

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.

COO