

**Tender Fee: Rs. 5,000/-(nonrefundable) In Shape of Pay order in favor of Shaheed Mohtarma Benazir Bhutto Institute of Trauma**

## **STANDARD BIDDING DOCUMENT (SBD)**



### **GOVERNMENT OF SINDH SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA (SMBBIT)**

#### **TENDER TITLE:**

**HIRING OF SHARIAH ADVISORY FIRM FOR  
SHARIAH COMPLIANCE**

#### **TENDER REFERENCE#**

**PROC/SMBBIT/(OSR-001)/2022-23**

#### **NOTE:**

- 1. NO TENDER WILL BE ACCEPTED AFTER CLOSING OF THE TENDER BOX, WHAT SO EVER REASON MAY BE.**
- 2. 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
Name of Item	:	INVITATION FOR BIDS FOR HIRING OF SHARIAH ADVISORY FIRM
Bid Validity	:	90 Days
Amount of Bid Security	:	<b>5% of Bid Quoted Price</b>
Last date of Selling of Bid	:	As mentioned in NIT.
Date of Submission of Bid	:	As mentioned in NIT.
Date of Opening of Bid	:	As mentioned in NIT.
Place of Submission of Bid	:	13 <sup>th</sup> Floor SMBB Institute of Trauma Planning & Procurement Department
Venue for Opening of Bids	:	12 <sup>th</sup> Floor SMBB Institute of Trauma Seminar Hall
Performance Security	:	Successful bidder submit <b>10%</b> Performance Security
Language of Bid	:	English
Bidding Procedure	:	Single Stage One Envelope Procedure/ SPP rule 46(1)
Period of Completion	:	One year from the date of Award of Contract (Extendable on performance basis)

# **INSTRUCTIONS TO BIDDERS**

**Shaheed Mohtarma Benazir Bhutto Institute of Trauma** invites sealed bids for **HIRING OF SHARIAH ADVISORY FIRM FOR SHARIAH COMPLIANCE**

1. from the well reputed registered as Shariah Advisors by SECP available on List of Active Tax Payers“ of FBR (for Income Tax) & SRB (For Sales Tax) websites.
2. Bidder must read all the contents of IFB as well as Bidding Document and understand all the requirements.
3. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
4. **Bidding Procedure Single Stage – One Envelope Procedure 46(1) as per SPPRA rule amended till date.**
5. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.
6. Bid Security shall be submitted with Proposal.
7. There should not be any over-writing, double writing, crossed, additional conditions.
8. Rates are to be quoted clearly in digits as well as in words.
9. Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. SMBB-IT shall make payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.
10. **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
11. **LANGUAGE OF BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.
12. 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.
13. 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.

14. The Procuring Agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The Procuring Agency upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.
15. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.
16. 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.
17. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
18. 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 bidder and returned with other Tender documents.
19. 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.
20. Bidder who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
21. 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.

## **22. CORRUPT OR FRAUDULENT PRACTICES:**

- a) The Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below: "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment

of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

- b) The Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

## **TERMS & CONDITIONS**

1. **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** invites sealed bids on **Single Stage One Envelope Procedure** as per rule 46(1) of Sindh Public Procurement Rules 2010 (Amended till date) from the well reputed Audit Firms available on List of Active Tax Payers“ of FBR (for Income Tax) & SRB (For Sales Tax) websites Interested Shariah Advisory firm(s) will submit sealed bid(s) for **“HIRING OF SHARIAH ADVISORY FIRM” Tender Reference No:- PROC/SMBBIT/(OSR001)/2022-23.**
2. Tender Fee in shape of pay order in favor of **SMBB Institute of Trauma Karachi** must be attached; else the offer will be rejected.
3. The Shariah Advisory firm should attach **BID SECURITY** (as per amount mentioned under **Bidding Data**) in shape of Bank Draft / Pay order issued from any scheduled Bank of Pakistan in favor of **SMBB Institute of Trauma Karachi.**
4. **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Bank Guarantee in favor of **SMBB Institute of Trauma Karachi (as mentioned in bidding data sheet).** The same will be released after successful completion of contract period.
5. Bid should be dropped at Planning & Procurement Office,**13<sup>th</sup> Floor, SMBB Institute of Trauma,** Karachi by hand in due course of time and the same will be opened at **Seminar Hall, 12<sup>th</sup> Floor, SMBB Institute of Trauma.**
6. Bid / offer will be evaluated as per (**Technical Evaluation Criteria** Mandatory as **Annex-A** and **Annex-B** and also the bid's Terms & Conditions.
7. Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
8. Procuring Agency 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.

9. 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.
10. 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 Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
11. 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).
12. Bids shall remain valid for 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
13. No tender will be entertained without Security deposit. The Security deposit will be forfeited, in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.
14. Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
15. **Award of Contract:**
  - i. The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender, irrespective of their score in the previous step.
  - ii. In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who shall obtain the highest points / marks in technical evaluation report.
  - iii. SMBB-IT reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended 2019).
16. **Signing of Contract:** In case of award, the Shariah Advisory firm shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the successful bidder.
17. **Period of Contract:** Initially contract shall be signed for mutually agreed period required for completion of the assigned.



I / We agree to above mentioned Terms & Conditions:

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

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

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

\_\_\_\_\_

Company Stamp \_\_\_\_\_

# **GENERAL CONDITIONS OF CONTRACT (G.C.C)**

1. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.
2. A prospective company requiring any clarification(s) may notify to SMBB-IT or an Officer authorized on its behalf in writing. The SMBB-IT or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of SMBB-IT response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
3. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.
4. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**
  - a) The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.
  - b) Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
  - c) The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the services.
5. **MODE OF PAYMENT: The assignment is on fixed fees.**
6. **ASSIGNMENT:** The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
7. **Cancelation of Contract:** If the successful bidder fails to provide the satisfactory services, the SMBB-IT shall be entitled at his option to cancel the contract and recover the damages

besides forfeiture of Performance Guarantee. The SMBB-IT shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

**8. Termination for Default:** SMBB-IT without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the SMBB-IT; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the SMBB-IT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**9. Force Majeure:**

- i. The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the SMBB-IT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the contractor shall promptly notify the SMBB-IT in writing of such condition and the cause thereof. Unless otherwise directed by the SMBB-IT in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**10. TERMINATION FOR INSOLVENCY:** SMBB-IT may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SMBB-IT.

- 11. Termination for Convenience:** The SMBB-IT, by written notice sent to the Vendor/Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SMBB-IT convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 12. ARBITRATION AND RESOLUTION OF DISPUTES:** In the case of a dispute between the SMBB-IT and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).
- 13. GOVERNING LANGUAGE:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 14. APPLICABLE LAW:** This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.

**TECHNICAL EVALUATION CRITERIA**

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

S.#	List of Documents	Yes	No
1.	Compliance of Terms & Conditions / Instructions mentioned in the SBD. 1. Attached authorized person CNIC copy. 2. Signed & stamped each and every page of Terms & Condition & all bidding documents. <b>(If above points compliance not found offer will be rejected).</b>		
2.	Relevant <b>Experience with documentary proof (Last Three Years)</b> Attached satisfactory performance certificate / Award of contract / Contract Agreements.		
3.	Bidder already providing same services at <b>Shaheed Mohtarma Benazir Bhutto Institute of Trauma</b> should obtain & attach a satisfactory performance certificate from competent authority (for the financial year in which the bidder last provided its services). In case of new bidder will attached other acknowledge Institutions satisfactory certificate.		
4.	Valid Copy of <b>Income Tax Certificate.</b>		
5.	Copy of 2021-22 Financial year <b>paid Income tax and return.</b>		
6.	Valid Sales Services Tax (SST-SRB) Registration with Active Tax payer status on SRB website (for providing services) <b>and / or</b> Valid General Sales Tax ( <b>GST-FBR</b> ) Registration with Active Tax Payer Status on FBR website (for supply of goods)		
7.	<b>Recent Bank Certificate / Bank Statement</b> regarding financial soundness of the firm to do business up till <b>PKR 40 Million or more in last three years.</b>		
8.	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and litigated by any institute of Federal, Provincial Government or any Department / Agency / Organization / autonomous body or Private Sector Organization anywhere in Pakistan. <b>(Undertaking should be as attached sample as per table of content point # 14).</b>		
9.	Authentication on Shariah Advisory firm letter head duly signed & stamped by the authorized Partner that any Partner / Director of the Shariah Advisory firm is not awarded any punishment from any Court of Law.		
10.	Authentication on Shariah Advisory firm letter head duly signed & stamped by the authorized Partner that the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.		

S.#	List of Documents	Yes	No
11.	Copy of the Pay order / Bank Draft of Bid security / Earnest money should be attached without showing the amount along with technical bid document. (Original bid security should be attached with financial proposal).		
12.	Proof of international affiliation with one of the globally recognized Shariah Advisory firm.		
13.	Firm shall be listed in SECP will be registered under Shariah advisors regulations 2017.		

**Note:**

- The offer will not be entertained if above mentioned documents / information's are not found.

**TECHNICAL EVALUATION CRITERIA (MARKING)**

1. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
2. Maximum points / marks for technical bids / proposals are 100.
3. Bidders achieving **minimum 80% 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.
4. Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

S.#	Evaluation Parameter / Sub-parameter	Points.
<b>1</b>	<b>Number of Shariah Advisory firm's total clients in last 5 years. Listed companies in Pakistan Stock Exchange (Credible documentary evidence must be provided)</b>	<b>10</b>
1.1	10 and above clients	10
1.2	Up to 5 clients	5
1.3	Below 05 Clients	0
<b>2</b>	<b>Number of Shariah Advisory firm's total clients in last 5 years. Un-listed companies except NGO's, NPO's, Foundations and Trusts (Credible documentary evidence must be provided)</b>	<b>10</b>
2.1	10 and above clients	10
2.2	Up to 5 clients	5
2.3	Below 05 Clients	0
<b>3</b>	<b>Number of Shariah Advisory firm's total clients NGO's, NPO's, Foundations and Trusts in last 5 years. (Credible documentary evidence must be provided)</b>	<b>20</b>
3.1	40 and above clients	20
3.2	Up to 30 clients	10
3.3	Below 25 Clients	0
<b>4</b>	<b>Financial Soundness in last three years (Credible documentary evidence must be provided)</b>	<b>20</b>
4.1	50 million or more	20
4.2	Up to 40 Million	10
4.3	Below 40 Million	0
<b>5</b>	<b>International Association (Credible documentary evidence must be provided) Relevant Membership with any International Firm.</b>	<b>10</b>
5.1	Any Two Firms	10
5.2	Any One Firm	5
<b>6</b>	<b>Directors / Partners must be registered individually in SECP under Shariah advisors regulations 2017. (SECP Credible documentary evidence must be provided)</b>	<b>20</b>
6.1	More Than 8.	20
6.2	More than 6.	15
6.3	Less than 6.	10
<b>7</b>	<b>Experience in Conducting Shariah Compliance of Institutes/Entity Funded By Government (Credible documentary evidence must be provided)</b>	<b>10</b>
7.1	Yes	10
7.2	No	0
	<b>Total</b>	<b>100</b>

**BILL OF QUANTITIES AND PRICE SCHEDULE  
FOR SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF  
TRAUMA KARACHI (SMBBIT) FOR “HIRING OF SHARIAH  
ADVISORY FIRM” TENDER REFERENCE NO:  
PROC/SMBBIT/(OSR-001)/2022-23.**

**Purpose:**

The Shariah Advisor will provide its services to ensure that the collection and utilization of Zakat and donations in the organization are in line with Shariah Guidelines.

To enable you to submit a proposal, please find enclosed:

1. Background
2. Scope of work
3. Access to Facilities and Documents
4. Guidelines

The bidder should follow guidelines given in the bidding documents. Method of evaluation to be adopted in evaluating the bids / proposals will be based on enclosed Evaluation of bids / Proposals (refer part 1.2.4), with the technical evaluation being completed prior to any financial bids / proposals being opened and compared:

**1. Background:**

SMBB-IT is an autonomous institution governed by the Board of Governors as per The Shaheed Mohtarma Benazir Bhutto Institute of Trauma At Karachi Act, 2018, Sindh Act NO.II of 2019. SMBB-IT is a 500-bedded level I category emergency healthcare facility. It is capable of providing total care for every aspect of injury, from prevention through rehabilitation. It has large catchment area & provides health care services to millions of people.

Accounting and financial management affairs of SMBB-IT are governed by the The Shaheed Mohtarma Benazir Bhutto Institute of Trauma At Karachi Act, 2018. Financial Statements of SMBB-IT shall be prepared in accordance with the International Public Sector Accounting Standards (IPSAS) or, where no such standards have yet been formulated, International Accounting Standards (IAS)/ International Financial Reporting Standards (IFRS).

**Dr. Muhammad Sabir Memon** is currently Executive Director.

Personnel responsible for accounting and financial management is **Mr. Daniyal Muhammad Aslam**, Manager Finance.

**2. Shariah Advisory Firm Scope of work:**

1. To finalize the documents and process flows of the Zakat and donation-related systems.
2. Preparing and updating SOP / TOR for receiving and utilizing Zakat and Donation funds.



3. To advise and hold discussions from time to time.
4. To issue a Shariah Compliance Certificate, valid until the time Shariah Advisor is associated with the organization.
5. To ensure Shariah Compliance with the processes and procedures, if so required.
6. To assure donors regarding Shariah compliance with the Zakat and donations mechanism and attend such meetings or presentations if required.
7. Training the relevant staff involved in any or all kinds of Zakat & donations related matters for the Shariah-compliant procedure.
8. preparation of the Zakat form and the Wakalat nama;
9. To check and approve expenditures regarding Zakat and donations.

**3. Access to Facilities and Documents:**

The Shariah Advisory firm will have full and complete access at any time to all records and documents (including books of account, legal agreements, minutes of meetings, bank records, invoices and contracts etc. related to Zakat & Donations).

4. **Mode of Payment:** The assignment is on monthly basis fixed fees. Fees will be paid by SMBB-IT through cheque.

**FINANCIAL BID / PROPOSAL**

**BID FORM / PRICE SCHEDULE**

(To be submitted on Official Company Letterhead duly Signed & Stamp)

Financial Proposal shall be submitted on following template

S.#	Name of Entity	Monthly Amount including all applicable taxes	Total Annual Amount inclusive of all applicable taxes
1	Zakat Charges Monthly		
2	Donation Charges Monthly		
	<b>Total Including all taxes</b>		
<b>Amount in words:</b>			

<b>Subsequent Year's price increase of offered Services (in terms of percentage), in case contract is renewed</b>
<b>5% minimum up to 10% maximum Escalation in total price as per budget availability or approval from competent authority.</b>

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

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

CNIC: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**BID LETTER FORM**

From:  
(Registered name and address of the bidder)

To:  
Executive Director / DDO,  
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 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 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 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.
- 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 FORM

THIS AGREEMENT made the ..... Day of .....(year) Between the Procuring Agency (hereinafter “The SMBB INSTITUTE OF TRAUMA”) of one part and .....(Name of Vendor) of .....(City and country of Vendor) (Hereinafter “the Supplier”) of the other part:

WHEREAS the SMBB INSTITUTE OF TRAUMA is desirous that certain Supplies, as described in the bid document and briefly outlined below, should be provided by the Vendor.

**Date of tender call:**

**Title of the project:**

**Brief outline of the work:**

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following document shall be deemed to form and be read and construed as part of this Contract, viz..

- 1) Bid document(s)
- 2) Pre-bid conference minutes (if any),
- 3) Clarification on bid document issued (if any),
- 4) SMBB INSTITUTE OF TRAUMA notification of award.

In case of conflict among documents mentioned above, the documents mentioned above in reverse order will prevail over other documents. In consideration of the payments to be made by the SMBB INSTITUTE OF TRAUMA to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the SMBB INSTITUTE OF TRAUMA to (**Tender Title**. . . . .) and to remedy defects therein conformity, in all respects, with the provisions of the contract.

The SMBB INSTITUTE OF TRAUMA hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, 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.

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

Solutions, service or material	Quantity	Unit price	Amount	Remarks

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year above written.

Signed, sealed, delivered by \_\_\_\_\_ the (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the (for the Supplier)

# **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 of the said Principal we, the Guarantor above named, are held and firmly bound unto the Chief Operating Officer (COO), SMBBIT, Karachi (here in after 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)

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

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:

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

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

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

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

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

\_\_\_\_\_  
**M/s.**

\_\_\_\_\_  
**Executive Director / DDO**