

# **STANDARD BIDDING DOCUMENT**



**GOVERNMENT OF SINDH**

**SHAHEED MOHTARMA BENAZIR BHUTTO  
INSTITUTE OF TRAUMA, KARACHI**

## **TENDER TITLE**

**PROCUREMENT OF MACHINERY & EQUIPMENT  
WITH SUPPLY, INSTALLATION, TESTING &  
COMMISSIONING & CARPENTER / CIVIL WORKS  
FOR PHYSIOTHERAPY / REHABILITATION  
DEPARTMENT**

## **TENDER REFERENCE#**

**PROC/SMBBIT/(P&M-03)/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. ALL THE PARTICIPANTS MUST BE SIGNED EACH & EVERY PAGE OF BID DOCUMENTS, ELSE OFFER WILL BE REJECTED.**
- 3. NO TENDER WILL BE ACCEPTED AFTER CLOSING OF THE TENDER BOX, WHAT SO EVER REASON MAY BE.**

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## **BIDDING DATA SHEET**

|                                |   |
|--------------------------------|---|
| Procuring Agency               | SMBB Institute of Trauma (SMBB-IT)  |
| Address                        | Chand Bibi Road, Karachi  |
| Name of Tender                 | Procurement of Machinery & Equipment with Supply, Installation, Testing & Commissioning & Carpenter / Civil Works For Physiotherapy / Rehabilitation Department |
| Bid Validity                   | 90 Days, as per SPPRA Rule 2010 (Amended till date)   |
| Amount of Bid Security         | <b>5% of Total Bid Quoted Price</b>   |
| Amount of Performance Security | <b>10% of Total Contract Price</b>  |
| Last date of Selling of Bid    | As per Mentioned in NIT   |
| Date of Submission of Bid      | As per Mentioned in NIT   |
| Place of Submission            | 13 <sup>th</sup> Floor, Planning and Procurement Department, SMBB Institute of Trauma, Karachi  |
| Venue of Opening of Bid        | 12 <sup>th</sup> Floor Seminar Hall SMBB Institute of Trauma, Karachi   |
| Language of Bid                | English   |
| Bidding Procedure              | Single Stage Two Envelope Procedure 46(2)   |
| Advance Payment                | Not Allowed / As per case   |
| Period of Completion           | <b>As per ANNEX-C</b>   |
| Liquidity Damages              | 0.5% of the bid price per month after the period of Completion up to 10% maximum.   |
| Inspection Authority           | Nominated Inspection Committee of SMBB Institute of Trauma, Karachi.  |
| Required Item Quality          | All items will be procured on approved Specification basis.   |
| Place of Delivery              | Store Department of SMBB Institute of Trauma, Karachi.  |

## **INSTRUCTIONS TO BIDDERS (I.T.B)**

- 1. Shaheed Mohtarma Benazir Bhutto Institute of Trauma** invites sealed bids from Manufacturers/ Importers/ Sole Agents/ Contractors for **Procurement of Machinery & Equipment with Supply, Installation, Testing & Commissioning & Carpenter / Civil Works For Physiotherapy / Rehabilitation Department** at Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi **Tender Reference No: - PROC/SMBBIT/(P&M-03)/2022-23.**
- 2. Bidding Procedure Single Stage - Two Envelope Procedure 46(2) as per SPPRA rule amended till date;**
  - i. A Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
  - ii. Envelopes shall be marked as —**FINANCIAL PROPOSAL** and **TECHNICAL PROPOSAL** in bold and legible letters to avoid confusion;
  - iii. Initially, only the envelope marked —**TECHNICAL PROPOSAL** shall be opened;
  - iv. Envelope marked as —**FINANCIAL PROPOSAL** shall be retained in the custody of the procuring agency without being opened;
  - v. Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
  - vi. No amendments in the technical proposal shall be permitted during the technical evaluation;
  - vii. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
  - viii. Financial proposal of bids found technically non-responsive shall be returned un- opened to the respective bidders; and Bid found to be the most advantageous bid shall be accepted.
- 3. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.**
- 4. 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.
- 5. Bidders should examine carefully the table of content. They should visit and inspect the site at their own expense and responsibility and obtain all necessary information prior to submitting the tender. Any detail/specification missing in the document should be obtained from Planning & Procurement Department before bidding. Once the tender is submitted, it will be assumed that no further clarification was required.**
- 6. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.**

7. 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.
8. 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.
9. 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.
10. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
11. 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.
12. 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.
13. Contractor who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
14. All manufactured and other items should be used in the work in accordance with the instructions, specifications in the Tender Document and also in accordance with generally accepted norms of good workmanship.
15. For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pakistani Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids, as notified by the National Bank of Pakistan (NBP) / State Bank of Pakistan (SBP).
16. No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
17. **PROCURING AGENCY'S RIGHT TO VARY QUANTITIES** The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
18. The Procuring agency's evaluation of a bid will take into account, in addition to the bid price

quoted, the following;

- a) Incidental costs
- b) Delivery schedule offered in the bid;
- c) Deviations in payment schedule
- d) The cost of components, mandatory spare parts, and service
- e) The availability of spare parts and after-sales services for the equipment offered in the bid;
- f) The projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and / or other specific criteria indicated in the Bid Data Sheet and / or in the Technical Specifications.

## **19. 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.

## **SALIENT FEATURES / TERMS & CONDITION OF THE TENDER**

|            |   |          |   |
|------------|---|----------|---|
| <b>1.</b>  | <b>Name of Work &amp; Address</b>             | <b>:</b> | <b>Procurement of Machinery &amp; Equipment with Supply, Installation, Testing &amp; Commissioning &amp; Carpenter / Civil Works For Physiotherapy / Rehabilitation Department Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi</b><br>Reference No: - PROC/SMBBIT/(P&M-03)/2022-23 |
| <b>2.</b>  | <b>Place of Issuance of Tender</b>            | <b>:</b> | <b>Planning &amp; Procurement Department, 13<sup>th</sup> Floor SMBB Institute of Trauma, Karachi.</b><br><br>SPPRA & smbbbit.gos.pk Website  |
| <b>3.</b>  | <b>Date of pre-bid meeting</b>                | <b>:</b> | <b>As mentioned in NIT</b>  |
| <b>4.</b>  | <b>Method of opening of Tender</b>            | <b>:</b> | It will be Single Stage Two Envelope 46(2) basis as per SPPRA Rules 2010 (Amended till date).   |
| <b>5.</b>  | <b>Venue of submission</b>                    | <b>:</b> | Planning & Procurement Department situated at 13 <sup>th</sup> Floor of SMBB Institute of Trauma, Karachi.  |
| <b>a.</b>  | <b>Opening of Tenders</b>                     | <b>:</b> | Seminar Hall situated at 12 <sup>th</sup> Floor of SMBB Institute of Trauma, Karachi.   |
| <b>6.</b>  | <b>Date of Opening of Financial Proposals</b> | <b>:</b> | As informed by Procurement Committee to all participants  |
| <b>7.</b>  | <b>Validity of Tenders</b>                    | <b>:</b> | 90 days as per SPPRA Rules, 2010 (Amended till Date).   |
| <b>8.</b>  | <b>Amount of Bid Security</b>                 | <b>:</b> | 5% of the Total Quoted amount in shape of pay-order / Demand draft from any schedule bank to be submitted along with Financial Proposal & a copy should be attached in Technical Proposal without showing the Amount (else the offer will be rejected).   |
| <b>9.</b>  | <b>Bid Currencies</b>                         | <b>:</b> | Prices shall be quoted in PKR on Deliver duty paid (D.D.P) basis.   |
| <b>10.</b> | <b>Supply of Equipment</b>                    | <b>:</b> | As mentioned in Schedule of Requirement <b>Annex-C.</b>   |
| <b>11.</b> | <b>Installation Period</b>                    | <b>:</b> | It will start after receiving of equipment at site.   |

|            |   |   |   |
|------------|---|---|---|
| 12.        | <b>Warranty &amp; Maintenance Period</b>                | : | Warranty & Maintenance period should be start from the date of Installation report which satisfactorily signed by end user / Biomedical engineer.<br><b>(This period will remain functional till (mentioned in items individually)).</b>  |
| 13.<br>(a) | <b>Contract Agreement</b>                               | : | The Bidder / Contractor shall enter & execute a formal Agreement as per the "Form" annexed with such modification as may be necessary.  |
| (b)        | <b>Stamp Paper / duty requirement for Agreement.</b>    | : | Rs. @0.35% of the Contract Value or as prescribed by Government Laws.   |
| 14.        | <b>Terms of Payment to Contractors.</b>                 |   | <b>Goods supplied on D.D.P:</b><br>i. Payment shall be made in Pak Rupees.<br>ii. The payment will be made to the Bidder within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents. |
| 15.        | <b>Insurance</b>  | : | The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, CESS, Octroi charges etc. Risk will be transferred to the Procuring Agency only After the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.  |
| 16.        | <b>Release of Bid Security of 5%</b>                    | : | To un-successful bidders, after work is awarded. Bid Security will be released to successful bidder after purchase order is released but after Security Deposit is deposited <b>as per salient feature Sr.#18.</b>  |
| 17.        | <b>Security Deposit / Performance Security</b>          | : | The successful bidder will have to deposit the requisite Performance security Bond in shape of Bank Guarantee <b>(as per amount mentioned in bidding data sheet)</b><br>This will be released <b>as per salient feature Sr.#18.</b>   |
| 18.        | <b>Release of Performance / Security Deposit of 10%</b> | : | <ul style="list-style-type: none"> <li>• 5% of Partial Bank Guarantee will be released after the satisfactory supply and installation of the equipment. (Bidder will furnish Installation Certificate dully signed by authorized representative at the time of release of Bank Guarantee).</li> <li>• 5% of Partial Bank Guarantee will be released after satisfactory completion of warranty /maintenance Period <b>(mentioned in Items individually).</b></li> </ul>  |



|     |  |   |   |
|-----|--|---|---|
| 19. | <b>Variation in Contract Price</b>                                       | : | Amount mention in Contract Agreement will prevail till execution and no variation in price shall be allowed on any ground including Currency Fluctuation/Variation / Devaluation or whatsoever.   |
| 20. | <b>Taxes</b>   | : | All taxes will be deducted as per prevalent laws of Country.  |
| 21. | <b>Special Note Regarding Equipment's</b>                                | : | Technical offers / Commercial offers failing to demonstrate below details would be rejected:<br><b>a.</b> Quoted system must be of advanced & latest version.<br><b>b.</b> Tender must cover complete equipment.<br><b>c.</b> Tender must cover complete range of disposables/kits<br><b>d.</b> Tender must provide all technical details up to the satisfaction of the end user.<br><b>e.</b> Items should be quality approved from the concerned international body of the respective industry. |
| 22. | <b>Inspection of Imported equipment</b>                                  | : | After the Award of Tender / Contract, Supplier shall take two persons to the manufacturing site and bear all expenses of visit in case the cost of Award of Tender / Contract is above <b>20Million</b> .   |
| (a) | <b>manufacturing site by the client.</b>                                 |   |   |
| (b) | <b>Training</b>  |   | Supplier will provide on-site successful training to all the personnel working on / operating the said Equipment / Machine as long as the need prevail.   |
| 23. | <b>Maintenance.</b>  | : | Maintenance cost for all items for Period ( <b>mentioned in items individually</b> ) from the date of successful Installation shall be undertaken by the Contractor (Maintenance includes all Parts & Labor, etc. with Sufficient staff, during maintenance period).  |
| 24. | <b>Default in Preventive Maintenance, Breakdown and Emergency Calls.</b> | : | <ul style="list-style-type: none"> <li>• In case of default by the Contractor with respect to maintenance, break down and emergency calls, the same will be carried out within 24 hours by the Procuring Agency and the cost so incurred will be paid from the Retention Money.</li> <li>• Moreover, an additional 10% of the amount spent would be charged from the concerned contractor being defaulter.</li> </ul>   |
| 25. | <b>Cost To Be Quoted In B.O.Q.</b>                                       | : | <ul style="list-style-type: none"> <li>• The Contractors shall quote <b>DDP</b> price of the Equipment's including custom clearance etc. and delivering of Equipment at site with Installation &amp; Commissioning cost.</li> <li>• It should also include cost during maintenance period including the parts and maintenance staff.</li> </ul>   |

|     |  |  |
|-----|--|--|
| 26. | <b>Tax Exemption.</b>                                    | : Incase Purchase on C&F basis, the required Certificate will be issued by this office that the import has been made for this Institute, so as to avail the facility of exemption of duties/taxes, as per Government Rules/Policy according to the Sindh Public Procurement Rules, 2010 (Amended till date).   |
| 27. | <b>Transportation</b>                                    | : The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.<br>The goods shall be supplied on "D.D.P." Basis at the SMBB Institute of Trauma, Karachi. Miscellaneous charges on logistics, transportation, Insurance, clearing from sea port/ airport will also be paid / bear by the contractor(s).   |
| 28. | <b>Supply, Installation, Testing &amp; Commissioning</b> | : Means all types works related to civil, furniture, plumbing, electrical, HVAC, UPS or etc. any type of work which is needed related to proper functioning of supplied equipment will completely responsibility of bidder / contractor.<br>Bidder / Contractor shall visit & inspect the site at their own expense and obtain all necessary information prior to submitting the tender. Any detail or information required should be obtained from Planning & Procurement Department before bidding. Once the tender is submitted, it will be assumed that no further clarification was required. |

## **TERMS & CONDITIONS OF TENDER**

- a) **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** invites sealed bids on **Single Stage Two Envelope Procedure** as per clause 46(2) of Sindh Public Procurement Rules 2010 (Amended till date) from Interested Bidders for **Procurement of Machinery & Equipment with Supply, Installation, Testing & Commissioning & Carpenter / Civil Works for Physiotherapy / Rehabilitation Department at SMBB Institute of Trauma, Karachi.**
- b) Tender Fee in shape of pay order in favor of **SMBB Institute of Trauma, Karachi** must be attached; else the offer will be rejected.
- c) The registered Contractors / Suppliers / Manufacturers / Authorized Distributors 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** in the financial proposal. However, copy of same should be attached in technical proposal without showing the amount failing so the offer will be rejected.
- d) **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 per mentioned in salient features of this bidding document point # 17). The same will be released after successful completion of contract period as per point# 18 of salient features.
- e) 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, Karachi.**
- f) Bid/offer will be evaluated as per (**Technical Evaluation Criteria** Mandatory as **Annex-A** and (**Technical Evaluation Criteria** Marking as **Annex-B**) and also the bid's Terms & Conditions.
- g) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
- h) The firm will be responsible for all supply of all awarded items to Store Department of SMBB Institute of Trauma, Karachi. If it fails, the Security Deposit will be forfeited.
- i) 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.
- j) 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.

- k) 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.
- l) If bidder elects to submit alternate bid / proposal(s), the Bid Security shall be attached for higher bid amount; otherwise, both proposals / bids will be rejected.
- m) 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).
- n) 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.
- o) 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.
- p) Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
- q) If the supplier fails to give supply and install within the stipulated period, liquidity charges will be imposed (**as per amount mentioned in bidding data sheet**).
- r) 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 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.
- s) The quoted rates should be valid till **30<sup>th</sup> June 2023**; Orders will be placed as per requirement on receiving demand from the concern department of Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi.
- t) The bidders shall quote their full and final price both in figure and in words on free delivery basis to Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi.
- u) Distributor once nominated by the manufacturer / importer will be for the whole contract period and manufacturer / importer cannot change its distributor during the contract period in any case.
- v) The Procuring agency reserves the right at the time of contract award to increase / decrease & delete, the items / quantities of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- w) 20% of the General Sales Tax will be deducted from the bill of the Contractors / Suppliers while remaining 80% will be deposited by the Contractors / Suppliers themselves.
- x) Quantities of tender items are on estimated basis and could vary according to the amount sanctioned, released and as per discretion of Procurement Committee.

I / We agree to above mentioned Terms & Conditions:

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

CNIC#. (Copy must be attached): \_\_\_\_\_

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

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

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

1. **Definition:** In this Contract, the following terms shall be interpreted as indicated:
  - a) **"The Contract"** means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein
  - b) **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
  - c) **Goods** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
  - d) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.
  - e) **"GCC"** mean the General Conditions of Contract contained in this section.
  - f) **"SCC"** means the Special Conditions of Contract.
  - g) **"The Procuring Agency"** means the Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi.
  - h) **"The Bidder"** means the individual or firm supplying the goods under this Contract.
  - i) **"Day"** means official working day excluding national holidays.
2. **APPLICATION:** These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.
3. **STANDARDS:** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.
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 Supplies.
5. **PATENT RIGHTS:** The Bidder shall indemnify the Procuring Agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

- 6. ENSURING STORAGE ARRANGEMENTS:** To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.
- 7. INSPECTIONS, TESTS AND TRAINING:**
- a) The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
  - b) The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
  - c) Bidder shall provide the training to the designated staff of the SMBB Institute of Trauma, Karachi for the smooth operation of the equipment / instruments. Training plan should be attached with the offer.
- 8. DELIVERY AND DOCUMENTS:** The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods.
- 9. INSURANCE:** The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.
- 10. TRANSPORTATION:**
- a) The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.
  - b) The goods shall be supplied on “D.D.P” Basis at SMBB Institute of Trauma, Karachi Store Department as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading / unloading of goods shall be the responsibility of Bidder.
- 11. INCIDENTAL SERVICES:** The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.
- 12. WARRANTY / GUARANTEE:**
- a) **The term period of warranty / guarantee (mentioned in items specification individually)** from the date on which the Stores have been put into operation and demonstrated to the Institute staff. In any case this period shall not exceed six months beyond the warranty expiration period from the date of taking-over of goods.
  - b) During the period of warranty / guarantee, the Contractor shall remedy, at his / her

expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the Institute; the notice shall indicate in what respect the goods are faulty.

- c) The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the SMBB Institute of Trauma, Karachi premises.
- d) The contractor shall provide warranty / guarantee for supply of Machinery / Equipment etc. for at least 05 years (where applicable).
- e) **The bidder shall separately quote the price of service contract inclusive of parts as well as excluding the parts for 5 years (post warranty / guarantee period) in term of %age for total contract value.**
- f) In case of consumable items, kits, chemicals, films etc. the contractor shall remain responsible for specificity, efficacy & sensitivity with maximum period of expiry as much allowed by manufacturer.
- g) The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

**13. PAYMENT:** The method and conditions of payment to be made to the Bidder under the Contract are specified in **Salient Feature point # 14.**

**14. 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.

**15. DELAYS IN THE BIDDER'S PERFORMANCE:** Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements

a) If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.

b) Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

**16. PENALTIES / LIQUIDATED DAMAGES:** In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non- delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids: The liquidated



damage shall be 0.5 % per month or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

**17. TERMINATION FOR DEFAULT:** The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:

- a) the Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
- b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
- c) The Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

**18. FORCE MAJEURE:** The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted or redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

**19. TERMINATION FOR INSOLVENCY:** The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

**20. ARBITRATION AND RESOLUTION OFDISPUTES:**

- a) The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract

dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

- c) In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the Institute's BOG. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

**21. PACKING:**

- a) The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements.

**22. 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.

**23. APPLICABLE LAW:** This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.

**24. Bidder offering radiology equipment failing under compliance with Pakistan Nuclear Regulatory Authority (PNRA) should be registered with the authority to install and commission. All expense / fees for PNRA for clearance of X-ray based equipment shall be borne by the supplier (where applicable).**

I / We agree to above mentioned General condition of Contract (GCC):

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

CNIC # (Copy must be attached): \_\_\_\_\_

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

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

**(ANNEX-A)**

**TECHNICAL EVALUATION CRITERIA (MANDATORY)**

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

| S.# | MANDATORY REQUIREMENTS   | YES | NO |
|-----|--|-----|----|
| 1.  | Compliance of Terms & Conditions / Instructions mentioned in the SBD, must submit the entire <b>STANDARD BIDDING DOCUMENTS</b> , duly signed & stamped on each page with Technical Proposal.<br>1. Attached authorized person CNIC copy.<br>2. Signed & stamped each and every page of Terms & Condition & all bidding documents.<br><b>(If above points compliance not found offer will be rejected).</b> |     |    |
| 2.  | Should be registered with Income Tax Department ( <b>Valid / Active NTN Certificate</b> must be attached).   |     |    |
| 3.  | <b>DRAP license</b> showing importer of medical devices. (Where applicable)  |     |    |
| 4.  | Copy of Professional Tax 2022-23 ( <b>Attach Copy of Valid Certificate</b> )   |     |    |
| 5.  | Copy of Registration Certificate of General Sales Tax. ( <b>Attach Copy of Valid Certificate</b> ).  |     |    |
| 6.  | PNRA Registration Certificate (Where Applicable)   |     |    |
| 7.  | Valid Copy of 2021-22 <b>Financial year paid Income tax and return</b>   |     |    |
| 8.  | Audited Financial Statement ( <b>Last 3 Years</b> )  |     |    |
| 9.  | Recent Bank Account Maintenance Certificate.   |     |    |
| 10. | 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 # 16</b> ) (ANNEX-F)                       |     |    |
| 11. | Bidder already providing services at <b>SMBB-IT, Karachi</b> should obtain & attach a satisfactory performance certificate from competent authority of <b>SMBB Institute of Trauma, Karachi</b> (for the financial year in which the bidder last provided its services).   |     |    |
| 12. | Copy of Pay order / Bank Draft of Bid security should be attached along With bidding document in Technical Proposal without showing the amount.  |     |    |
| 13. | Soft Copy ( <b>USB</b> ) containing all documents and forms( <b>In Excel/DOC format Only</b> )( <b>Soft copy in a CD or DVD is not acceptable.</b> )   |     |    |

**Note:**

**Bidders NOT complying with any of the above eligibility mandatory requirement would be disqualified. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.**

**BID EVALUATION CRITERIA**

- a. **THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS** SPPRA Rule-2(x) amended till date.
- b. The bids which are not responsive to the **MANDATORY QUALIFICATION CRITERIA** provided at **Annexure-A** shall not be eligible for further Technical Evaluation.
- c. If a bidder elects to submit alternative bid without enclosing a separate tender purchased slip / pay order and Bid security of requisite amount in shape of pay order, bid form and valid Manufacturer Authorization, all such alternative bids will be rejected as non-responsive.
- d. The bids shall be evaluated and compared on **ITEMIZED BASIS** exclusively. Technical evaluation of the products will be assessed on the standards / specifications given at **ANNEXURE - E**.
- e. **Bids are invited as per Single Stage – Two Envelope Procedure** in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended till Date). In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- f. The following merit point system for weighing evaluation factors / criteria will be applied for technical bids / proposals. Bidders achieving **minimum 70% marks** will be qualified and considered only for further process / evaluation besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
- g. Technically qualified/successful bidder(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- h. Financial Bids of Proposals of Technically disqualified / rejected bidders will not be opened for financial bid and sealed envelope shall be returned to the bidder.
- i. Bids not accompanied by the Bid Security of required amount in the form of pay order shall be rejected.
- j. The technical evaluation carried out by the Procurement Committee, SMBB Institute of Trauma, Karachi will be final, which will be assessed on experience basis of the Consultant(s) in the relevant specialty.
- k. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
- l. Marks obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (**Technical Score + Financial Score**).
- m. The formula for technical scoring is “**Technical Marks / Score = Total Technical Marks of the respective bidder x 0.7**”.

- n. The formula for financial scoring is that the lowest bidder gets 30% Marks and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

**EXAMPLE:**

**TECHNICAL EVALUATION**

The formula to calculate the technical points / marks / score of the bidder is given below:

Technical Marks / Score = Total Technical Marks of respective bidder x 0.7

• **Solved Example of Financial Scoring:**

Technical scoring out of 100 = 85

Carried Forward & Prorated Technical scoring = 85 x 0.70

**FINANCIAL EVALUATION**

The formula to calculate the Marks for the price by the bidders other than lowest bidder is given below:

• **Financial Evaluation Score of individual quoted Product:**

= [Lowest quoted price of the item ÷ Next higher proposed price of the competing item] x Total Allocable financial score

• **Solved Example of Financial Scoring:**

*If the lowest quoted price of an item is Rs. 86/- the same lowest will obtain score as below:*

=  $[86 \div 86] \times 30 = 30$

= 30 marks being the lowest bidder for the quoted item

*If the next higher quoted price of the same item is Rs. 105/- the marks obtained will be:*

=  $[86 \div 105] \times 30 = 24.57$

*If the next higher quoted price of the same items is Rs. 130/- the marks obtained will be:*

=  $[86 \div 130] \times 30 = 19.84$  Marks and so on

## **TECHNICAL EVALUATION CRITERIA (MARKING)**

Quality and the following evaluation factors/ criteria will be employed on technical proposals. The number of points allocated to each factor shall be specified in the Evaluation Report. **Only bids securing minimum of 70% marks would be considered for further process.**

| S#       | PARAMETERS / SUB-PARAMETERS   | Marks for Evaluation | Total Marks |
|----------|---|----------------------|-------------|
| <b>1</b> | <b>Conformity to the Purchaser's Specifications (Mandatory)</b>   |                      | <b>40</b>   |
| 1.1      | Fully compliant with the required tender specifications (Product demonstration, previous technical/support experience of the product/firm may also be considered for technical evaluation)  | 40                   |             |
| 1.2      | Compliant with minor deviation (up to 10 % subject to main function is not affected)  | 30                   |             |
| 1.3      | Above 10% / Non-compliant to required specifications.   | Disqualify           |             |
| <b>2</b> | <b>Trained Product specialist</b>   |                      | <b>10</b>   |
| 2.1      | <b>Two marks</b> for each Foreign Trained Graduate Engineer with PEC Registration in Sindh for the quoted product (Factory/OEM level service training)<br>(Attached Proof of travel document and training certificate, online training is not acceptable) | 6                    |             |
| 2.2      | <b>Two marks</b> for each Foreign Trained Science Graduate in Sindh for the quoted product (OEM level Service training)<br>(Attached Proof of travel document and training certificate, online training is not acceptable)                                | 4                    |             |
| <b>3</b> | <b>Manufacturer's Authorization</b>   |                      | <b>10</b>   |
| 3.1      | Participating Firm is OEM direct representative (not agent/distributor) and has registered branch/Liaison office in Pakistan or the Sole distributor for more than 10 years.<br>(Authorization certificate attested by embassy must be provided)          | 10                   |             |
| 3.2      | Sole Authorized Distributor in Pakistan for last 5 Years<br>(Authorization certificate attested by embassy must be provided)  | 8                    |             |
| 3.3      | Sole Authorized Distributor for complete modality in Sindh/Pakistan for last 3 Years or the validity of authorization since issuance is of 3 years<br>(Authorization certificate attested by embassy must be provided)                                    | 5                    |             |
| 3.4      | Sole Authorized Distributor for limited product in Sindh/Pakistan for below 3 Years or the validity of authorization since issuance is of below 3 years.  | 0                    |             |
| <b>4</b> | <b>Human Resource (Technical Staff)</b>   |                      | <b>6</b>    |
| 4.1      | Graduate Engineer with PEC Registration in biomedical, electronics, and mechatronics, mechanical, industrial. PEC registration card of the engineer must be submitted. <b>(1 mark for each Engineer)</b>  | 4                    |             |
| 4.2      | Diploma of Associate Engineer (DAE) in electrical / electronic / biomedical / mechatronics / mechanical / industrial. DAE certificate must be submitted. <b>(0.5 mark for each certificate)</b>   | 2                    |             |

| S#  | PARAMETERS / SUB-PARAMETERS   | Marks for Evaluation | Total Marks |
|-----|---|----------------------|-------------|
| 5   | <b>Networking</b>   |                      | <b>4</b>    |
| 5.1 | Networking setup across Pakistan (1 mark for each setup)<br>(Proof of Registered office must be provided)   | 4                    |             |
| 6   | <b>Experience/ Performance</b>  |                      | <b>10</b>   |
| 6.1 | Product Relevant Experience/ Product Previous Satisfactory Performance certificate of at least 03 public hospitals having minimum 5 years' Experience along with Installation Report and Supply order/ Purchase Order of the firm in last 5 years, on letter head, signed and stamped by the Head of institution / Concern Officer of public sector.<br><b>One mark for each after sale satisfactory performance certificate.</b>                                 | 5                    |             |
| 6.2 | Product Relevant Experience/ Product Previous Satisfactory Performance certificate of at least 03 reputable private tertiary care level hospitals having minimum 5 years' Experience along with Installation Report and Supply order/ Purchase Order of the firm in last 5 years, on letter head, signed and stamped by the Head of institution / Concern Officer of private sector.<br><b>One mark for each after sale satisfactory performance certificate.</b> | 5                    |             |
| 7   | <b>Annual Turnover during last three (03) financial years<br/>(Audited Statements of Accounts and Income Tax Return Forms must be attached as supporting documents)</b>   |                      | <b>10</b>   |
| 7.1 | Turn over above PKR 1 Billion   | 10                   |             |
| 7.2 | Turn over above PKR 500 million   | 7                    |             |
| 7.3 | Turn over above PKR 150 million   | 5                    |             |
| 7.4 | Turn over above PKR 50 million  | 3                    |             |
| 7.5 | Turn over below PKR 50 million  | 0                    |             |
| 8   | <b>Bonus points (Free of Cost Extended Warranty)<br/>(In accordance with the comprehensive warranty period including all parts).</b>  |                      | <b>10</b>   |
| 8.1 | Free of Cost Extended Warranty for Two Years.   | 10                   |             |
| 8.2 | Free of Cost Extended Warranty Period for One year  | 5                    |             |
|     | <b>GRAND TOTAL</b>  |                      | <b>100</b>  |

**SCHEDULE OF REQUIREMENT**  
**PROCUREMENT OF MACHINERY & EQUIPMENT**  
**WITH SUPPLY, INSTALLATION, TESTING &**  
**COMMISSIONING & CARPENTER / CIVIL WORKS**  
**FOR PHYSIOTHERAPY / REHABILITATION**  
**DEPARTMENT**

**A. GOODS SUPPLIED ON (DDPBASIS)**

The entire quantity of the ordered goods shall be delivered within **12Weeks** or earlier from the date of issuance of supply order / contract award. **(16 weeks above period supply not acceptable and the offer will be rejected).**

- i. The delivery period shall start from the date of Award of Contract / Contract Agreement.



**SPECIAL NOTE**

1. Offered product's specifications sheet on company's letter head must be attached.
2. Item-wise / Feature-wise product compliance / deviation statement must be attached.
3. **Confirm delivery period must be specified.**
4. Port of Shipment and Country of origin of **"MAJOR PART(S) OF THE EQUIPMENT"** must be clearly reflected separately in the Technical and Financial bids. The Origin means the place where the —goods are mined, grown, or produced.
5. Product specifications are only for widest possible competition and not to favor any single contractor or supplier nor put others at a disadvantage. However, the brand name, catalogue # / Name etc., if any, have only been used for the reference purpose. Equipment offered **"ATLEAST EQUIVALENT OR HAVING BETTER SPECIFICATIONS"** shall also be considered.
6. Equipment must be quoted with all the standard accessories, required for the operation of the equipment.
7. Quoted equipment should be of latest Model.
8. **UPS / Power protection for the equipment shall be incorporated in the systems and also included in bid amount (where applicable).**
9. **All the civil works and allied services will be carried-out by the bidder with the consultation of the Procuring Agency (if required) cost of all types of works included in bid amount.**
10. **All site-specific work to be required in the system viz. Lead Glass / special antistatic flooring, environment control / radiation protection must be included bidder quote (where applicable).**
11. The bidder shall separately quote the price of service contract inclusive of parts as well as excluding the parts for 5 years (post warranty / guarantee period) in term of %age for total contract value (mandatory).

I / We agree to above mentioned all clauses;

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

CNIC#. (Copy must be attached): \_\_\_\_\_

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

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

**PROCUREMENT OF MACHINERY & EQUIPMENT**  
**WITH SUPPLY, INSTALLATION, TESTING &**  
**COMMISSIONING & CARPENTER / CIVIL WORKS FOR**  
**PHYSIOTHERAPY / REHABILITATION DEPARTMENT**

| S. #.   | Item Description   | Tentative Qty. | U.O.M | Quoted Description | Unit Price | Total Price |
|---|--|----------------|-------|--------------------|------------|-------------|
| <b>PHYSIOTHERAPY AND REHABILITATION ACCESSORIES</b> |  |                |       |                    |            |             |
| 1   | <b>Physiotherapy High Examination Couches</b><br><b>Specification:</b><br>- 2-Section (up to 4 Adjustable sections)<br>- Nose Hole Including Plug<br>- Height Adjustment (Electric)<br>- Lifting Capacity (Max 200 Kg or more)<br>- Safety Switch<br>- Lockable Castor<br>- and other standard accessories   | 3              | Nos.  |                    |            |             |
| 2   | <b>Physiotherapy High Examination Couches</b><br><b>Specification:</b><br>- 3-Section (up to 5 Adjustable sections)<br>- Nose Hole Including Plug<br>- Height Adjustment (Electric)<br>- Lifting Capacity (Max 200 Kg or more)<br>- Safety Switch<br>- Lockable Castor<br>- and other standard accessories   | 2              | Nos.  |                    |            |             |
| 3   | <b>Combination therapy with trolley</b><br><b>Specification:</b><br>High Resolution Touch Screen 4 to 7 inch or more<br>User defined protocols memories: 100 or more<br>Pre-programmed clinical protocols: 20 or more<br>Import / Export Capability<br>Treatment Data Storage<br>Ultrasound<br>Frequencies = 1 and 3 Mhz,<br>Ultrasound Continues and Pulse<br>Pulse Frequency up to 100 Hz, Duty Cycle = 20-80% or better, Number of ultrasound connection = 1 or more,<br>Intensity = 2 W/Cm2 in continues or better and 3 W/CM2 in Pulse or better<br>Electrotherapy<br>Channel: 2 or more<br>Timer: 1-30 min<br>Current type/waveform: 13 or more<br>- Rechargeable Battery with Charger<br><br>Accessories:<br>- Electrodes, Leads, Straps, Ultrasound Applicator, Gel Bottle, Power Cord ,User Manual, Cart with Storage Drawer and Custom Carry Case. | 1              | Nos.  |                    |            |             |

| S. #. | Item Description   | Tentative Qty. | U.O.M | Quoted Description | Unit Price | Total Price |
|-------|--|----------------|-------|--------------------|------------|-------------|
| 4     | <p><b>Portable EMS Machine</b><br/> <b>Specification:</b><br/> High Resolution Touch Screen 4 to 7 inch or more<br/> Channels: 2 or more<br/> Current type/waveform: 13 or more<br/> Peak current: 100 mA or more<br/> Operation :Constant voltage and constant current<br/> Preset programming: 25 or more<br/> Memorable program: 100 or more<br/> Timer: 1-30 min or more<br/> - Rechargeable Battery with Charger</p> <p>Accessories:<br/> - Electrodes, Leads, Straps, Ultrasound Applicator, Gel Bottle, User Manual, Cart with Storage Drawer and Custom Carry Case</p>   | 3              | Nos.  |                    |            |             |
| 5     | <p><b>Portable TENS Machine</b><br/> <b>Specification:</b><br/> Channels = 2 or more<br/> Pulse Amplitude (mA): 1 to 99 or better<br/> Frequency (Hz): 1 to 120 or better<br/> Pulse duration: up to 200 µs or more<br/> Modes: 3 or more (Constant, Burst, Modulation or more)<br/> Rechargeable Battery with Charger</p> <p><b>Accessories:</b><br/> - Cable, User Manual, Pouch, Necklace and Clip, Flip able Belt Clip, Cart with Storage Drawer and Custom Carry Case</p>   | 3              | Nos.  |                    |            |             |
| 6     | <p><b>Therapeutic Ultrasound Machine with Trolley</b><br/> <b>Specification:</b><br/> High Resolution Touch Screen 4 to 7 inch or more<br/> User defined protocols memories: 100 or more<br/> Pre-programmed clinical protocols: 20 or more<br/> Import / Export Capability<br/> Treatment Data Storage<br/> Ultrasound<br/> Frequencies = 1 and 3 Mhz,<br/> Ultrasound Continues and Pulse<br/> Pulse Frequency up to 100 Hz, Duty Cycle = 20-80% or better, Number of ultrasound connection = 1 or more,<br/> Intensity = 2 W/Cm2 in continues or better and 3 W/CM2 in Pulse or better</p> <p>Accessories:<br/> - Cart with storage drawer and Lockable Castor, Ultrasound Applicator, Gel, Power Cord , User Manual and Carry Case</p> | 1              | Nos.  |                    |            |             |
| 7     | <p><b>Hydrocolator Machine</b><br/> <b>Specification:</b><br/> Tank Capacity: 70 Liter or more<br/> Number of bars (Insert Grid): 3 or more<br/> Number of Packs (Possible): 10 or more<br/> Gas Spring Supported Lid<br/> Temperature Range: 35-85 °C or better<br/> Temperature Control = Electronic<br/> Digital Temperature Display<br/> Thermal Cut-Out (Safety): 95 °C</p> <p>Accessories:<br/> - Cart with Drawer and lockable Castor, Power Cord, User Manual and Other Standard Accessories</p>   | 1              | Nos.  |                    |            |             |

| S. #. | Item Description   | Tentative Qty. | U.O.M | Quoted Description | Unit Price | Total Price |
|-------|--|----------------|-------|--------------------|------------|-------------|
| 8     | <p><b>Traction Table with Cervical and Lumber Belts</b><br/> <b>Specification:</b><br/> - Form of therapy: Static, Intermittent or more<br/> - Traction force: 1 - 90 kg or better<br/> -Timer: 1-60 min or better<br/> - Programmable memory<br/> - Clinical protocols<br/> - Safety control for traction force : 20 kg or better<br/> - Traction unit with High Resolution Touch Screen 4 to 7 inch or more<br/> -adjustable height 50-90 cm or better traction table with patient lift 150 kg or more<br/> -Accessories:<br/> - Power Cord, User Manual, Patient safety switch, Cervical belt, Pelvic belt, Thoracic belt, Stool and power cord<br/> - and Other Standard Accessories</p> | 1              | Nos.  |                    |            |             |
| 9     | <p><b>Shortwave Diathermy Machine</b><br/> <b>Specification:</b><br/> - Generator Frequency: 27.12 MHz or better<br/> - Output Power: continuous HF max. 400 W or better, Pulsed HF Max. 1000 W (peak) or better<br/> - Pulse Duration: 400 micro second or better<br/> - Pulse Repetition Frequency: 15 - 200 Hz or better<br/> - High resolution color touch screen display<br/> Accessories:<br/> Check light, Pair of electrodes 100-150mm, Electrode arm, Rubber electrode and other standard accessories</p>   | 1              | Nos.  |                    |            |             |
| 10    | <p><b>Elliptical</b><br/> <b>Specification:</b><br/> - High resolution color touch screen display<br/> - Braking brake: Magnetic Brakes<br/> - Program Display: time, speed, distance, heart rate, RPM or more<br/> - Patient weight: 150 kg or more<br/> - User Manual<br/> - and with Standard Accessories</p>   | 1              | Nos.  |                    |            |             |
| 11    | <p><b>Parrafin Bath</b><br/> <b>Specification:</b><br/> - Unit must be used with hospital grade code<br/> -Tank capacity: 13-25 liter or more<br/> - Temperature Range = 35 - 80 °C or more<br/> - Practically no temperature fluctuation in the paraffin<br/> - Our heating safety mechanism<br/> - Duty Cycle: Continues Operation<br/> - Cart with lockable castor<br/> - User Manual<br/> - Other Standard Accessories</p>   | 1              | Nos.  |                    |            |             |
| 12    | <p><b>Recumbent Bike</b><br/> <b>Specification:</b><br/> - Braking brake: Magnetic Brakes<br/> - High resolution color touch screen display<br/> - Heart Rate Monitoring Capability<br/> - Saddle Horizontally and vertically Adjustable<br/> - Handlebar Horizontally and vertically Adjustable<br/> - Max. Patient Weight = 150 Kg or More<br/> - and Other standard accessories</p>   | 1              | Nos.  |                    |            |             |

| S. #. | Item Description  | Tentative Qty. | U.O.M | Quoted Description | Unit Price | Total Price |
|-------|---|----------------|-------|--------------------|------------|-------------|
| 13    | <b>Quadricep Drill</b><br><b>Specification:</b><br>- Quadriceps Bench (functional muscle exerciser)<br>- Exercise in sitting position (For Instance Knee Stretching, Reclining position, Knee Flexion, Hip Stretching)<br>- Adjustable Seat and Back  | 1              | Nos.  |                    |            |             |
| 14    | <b>Multi gym (Standard)</b><br><b>Specification:</b><br>- Butterfly, Bench Press Seated, Crunches Seated, Latissimus Rope Frame, Lower Pulley for Leg and Arm Exercise, Rowing, Leg Extension, Leg Curl<br>- Weight : 5 - 80 Kg<br>- Adjustable Bench Press Unit and Butterfly Arms, Padded Seat, Adjustable in Height, Plastic Cord Steel Ropes  | 1              | Nos.  |                    |            |             |
| 15    | <b>Treadmill with Telemetry and Harness Support</b><br><b>Specification:</b><br>- High resolution color touch screen display 7 inch or more<br>- Min./max. speed: 0.1 - 15 km/hr or better , increment: 0.1 km/hr<br>- Positive slope angle: 0% to +15% (in steps of 0.5/1%)<br>- Negative slope angle: 0% to -10% (in steps of 0.5/1%)<br>- Effective walking surface: 140 x 45 cm or more<br>- Height of side bars: 75cm - 95 cm (distance from the walking surface to the underside and upper side of the bars respectively)<br>- Display: speed, Inclination, time, distance, HR, calories and more<br>- Telemetry system<br>- Max. permissible patient weight: 200 Kg or More<br>- Protocol/test: 20 or better<br>- Provision of spo2 and BP measurement<br>- Accessories: Handrails, Anti-fall/ Harness support system, arm support, power cord, and other standard accessories | 1              | Nos.  |                    |            |             |
| 16    | <b>Hydraulic Tilt Table</b><br><b>Specification:</b><br>- Angle: electrically adjustable 0 to 85 Degree or better<br>- Section 2 or more<br>- Fixation Rails for Belts and Straps<br>- Electric Height Adjustment= 60 to 100 cm or better<br>- Lifting Capacity= 150 Kg or More<br>- lockable castor<br>- Accessories: foot support, safety belt 3 or more, supine static table, hand control<br>- and Other Necessary Accessories  | 1              | Nos.  |                    |            |             |

**Power Requirement:**

- 1 Line voltages: 220-240VAC
- 2 Line Frequency: 50/60 Hz

**Mandatory Requirement for all above mentioned item:**

**Certification:**

System should have Certification **FDA 510(k)/CE (MDD)/JIS/MHLW/JQAO**

**COUNTRY OF ORIGIN:**

System should be from **UK / USA / EUROPE / JAPAN OR EQUIVALENT**

**Warranty and Maintenance Period:**

- 1. Warranty Period required 3 years** with maintenance and parts replacement.
- All the parts are included in the warranty. (LCD, Keypad, Battery, Hand or foot control, and all others parts are included)
- PPM must be done according to the OEM criteria in warranty period.
- Service support and parts availability upcoming next ten years after installation of quoted model must be ensure via a separate letter by O.E.M.
- Required surety of service support and parts from the manufacturer, in case of transfer agency / distributor via undertaking by O.E.M.
- Up-time guarantee during warranty period must be 90-95%.
- Response to breakdown during and after warranty period must be 1-3Hours.

**8. Down Time:**

If equipment is malfunctioning or not working properly then down time period would start i.e., if machine remain out of order for more than one day; then one and half day increase in contract of concerned equipment will be charged but if any part required from manufacturer, then downtime period not calculated for a month but after a month the down time should be calculated, are mentioned below;

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

**Trainings & Manual:**

- Operating and service manual with troubleshooting and circuit diagram must be provided.
- In house operator training session for end user.
- In house service training session by Principal Certified resource
- Trained Service Engineers with certification from the principle, Karachi based mandatory.

**Note: Cart should be quoted OEM original, if bidder want to quote local cart than quoted prices should be optional.**

**Supply, Installation, Testing, Commissioning and Maintenance (Including all type of work for the completion of the installation) are the responsibility of awarded firm / supplier).**

Financial proposal must be submitted on company letter head duly signed and stamped. Bidder is required to type their offer in figure and as well as in words of the total amount; else the offer would be rejected.

Signature of Manufacturers /Importers/Sole Agents/Contractors\_\_\_\_\_

Name of Medical Store\_\_\_\_\_

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

Telephone No. Office\_\_\_\_\_Cell No: -\_\_\_\_\_

Email Address (if any)\_\_\_\_\_

# BID LETTER FORM

From:

(Registered name and address of the bidder)

To:

Executive Director,

Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi –74200

Dear Sir,

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:  
signature

Date:

Bidder's

and seal.

# CONTRACT FORM

THIS AGREEMENT made the .....Day of.....(year) Between the Procuring Agency (hereinafter ..... “The SMBBINSTITUTE 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 areas 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 Executive Director (ED), 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 modificationstotheGuarantorbeingherebywaived,then,thisobligationtobevoid;otherwiseto 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 affected 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, Title, Signature Seal)

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

**AFFIDAVIT  
(On Judicial Stamp Paper)**

I/We, the undersigned [Name of the Supplier] hereby solemnly declare and undertake that:

1. I/We have read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
4. The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
5. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
6. I/We have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent for SMBB Institute of Trauma related to this Bid or Award or Contract.
7. I/We are not blacklisted or facing debarment from any institute of Federal, Provincial Government or any Department /Agency/Organization/Autonomous body or Private Sector organization anywhere in Pakistan.
8. That undersigned has not employed any child labor in the organization/unit.
9. I/We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signatures with stamp Name: \_\_\_\_\_ Designation: \_\_\_\_\_

CNICNo. \_\_\_\_\_ **(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 \_\_\_\_\_