

# **STANDARD BIDDING DOCUMENT (SBD)**



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

### **TENDER TITLE:**

**PROVISION OF HEALTH TAKAFUL SERVICES**

### **TENDER REFERENCE:**

**PROC/SMBBIT/(OSR-002)/2022-23**

#### **NOTE:**

- 1. TENDER FEE: RS. 5,000/-(NON-REFUNDABLE) IN SHAPE OF PAY ORDER IN FAVOR OF “SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI”.**
- 2. NO TENDER WILL BE ACCEPTED AFTER CLOSING OF THE TENDER BOX, WHAT SO EVER REASON MAY BE.**
- 3. ALL THE PARTICIPANTS MUST SIGN EACH & EVERY PAGE OF BID DOCUMENTS, ELSE OFFER WILL BE REJECTED.**

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## **BIDDING DATA SHEET**

Procuring Agency	SMBB Institute of Trauma, Karachi
Address	Chand Bibi Road, Karachi
Bid Validity	90 Days, As per SPPRA Rule 2010 (amended till date)
<b>Amount of Bid Security</b>	<b>5% of Total Bid Quoted 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
<b>Performance Security</b>	<b>10% of the Contract Value</b>
Language of Bid	English
Currency of Bid	PKR
Bidding Procedure	Single Stage One Envelope Procedure 46(1)
Advance Payment	No Advance Payment will be allowed
Period of Completion	One year from the date of Award of Contract & Extendable for further three years on yearly basis, after the approval from Competent Authority

## **TERMS & CONDITIONS**

Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT) invites sealed bids on **Single Stage One Envelope Procedure 46(1)** as per Sindh Public Procurement Rules 2010, (Amended till date) from Takaful companies for **“PROVISION OF HEALTH TAKAFUL SERVICES”** Tender Ref. #: **PROC/SMBBIT/(OSR-002)/2022-23.**

1. The rates should be in round figure (In Paisa's are not acceptable) inclusive of all applicable taxes (Sales Tax etc.);
2. The tenderers shall have to deposit @ **Rs.5% of the total value of the bid as Bid Security** in the form of Pay Order / Demand Draft only (Cheque are not acceptable) in favor of **SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI.**
3. The bid security of the unsuccessful bidders will be returned of completion of Procurement process whereas bid security of successful bidder will be returned upon signing of the Contract and payment of Takaful premium to the Insurer.
4. Bid(s) received after due date shall not be entertained and will be returned to the bidder(s); No. alteration or amendment will be allowed in any case at the time of bid opening;
5. All the prices must be quoted in Pak Rupees and should include any taxes applicable, such as GST, income tax, etc;
6. The quoted prices shall remain for a period of 90 days;
7. SMBB-IT, Karachi has right to increase or decrease the number of staff and their dependents;
8. Bidders must have established office(s) at Karachi, which will be inspected by the Company's authorized Officer (if deem necessary)
9. The bids / quotations will be enclosed in sealed envelopes and for identification purpose, the WORD **“TECHNICAL PROPOSAL** (along with its brochures) and **FINANCIAL PROPOSAL** shall be written in **BLOCK CAPITAL LETTERS** on the respective sealed envelopes;
10. Over writing and cutting of any nature in the quotation(s) will not be accepted;
11. Companies scoring maximum marks as per technical evaluation criteria will be qualified for financial proposal.
12. Conditional tenders will not be accepted.
13. Each paper of the tender document has to be stamped and signed by the authorized signatory of the Takaful.
14. **Period of Contract:** Initially contract shall be signed for a period of one year (12 months), however, contract can be extended with mutual agreement for a period of further one year (12 months). The contract may further be renewed for next year on mutual consent of both the parties on annual basis, maximum up to three years. Subject to the Satisfactory Performance.

The Takaful Company is bound to provide services for extended contract period. Upon signing of agreement with successful bidder, the filled bidding documents will be part of agreement.

15. The Performance Security / Guarantee of the Takaful Company shall be forfeited, in case of Takaful Company fails to provide the satisfactory services. The Performance Security / Guarantee of the Takaful Company shall be returned after successful completion of contract and settlement of all claims by the Takaful Company.

#### **16. Commencement of TAKAFUL Coverage**

- a. TAKAFUL coverage shall commence from contract date.
  - 3.a.1 SMBB-IT, Karachi shall provide the complete details of employees at least one-month prior to commencement of Takaful Coverage.
- b. The Takaful Company shall arrange preparation of necessary documents and Health Card to the insured person well before commencement of Takaful coverage.
- c. The Takaful Company shall ensure the delivery of Health Card and complete details about the Panel Hospitals, available facilities at those hospitals, telephone numbers, claim filing process and other relevant information to the insured person well before commencement of Takaful coverage.

#### **17. Processing of Claim:**

- a) The Takaful Company shall process the claim within a working day of receipt of claim.
- b) The Takaful Company cannot demand any unrealistic document for processing of claim.
- c) The Takaful Company shall ensure the payment of claim within 15 working days, subject to fulfillment of minimum required formalities. If Takaful company does not pay any valid claim within 15 working days for whatsoever reason including any reason because of terms of this Bidding document, SMBB-IT, Karachi has power to charge penalty up to 1% of quarterly premium amount for each default / delay in claim payments and will deduct such penalties from premium bill amount at that time of making payments to Takaful company. Provided further that if Takaful company incur consequent five delays / defaults in claim payments SMBB-IT, Karachi has right to cancel agreement along with imposition of penalty amounting maximum to 1 quarter premium payment.

SMBB-IT, Karachi reserves the right to accept or reject any or all the quotations as per SPPRA rules.

## GENERAL CONDITIONS

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. The SMBB-IT, Karachi reserves the right to increase / delete the number of lives to be covered on the same rates and terms and condition of the Contract Agreement.
3. All the Health Takaful Cards in case of new Employees or Addition /Deletion / Plan Revision Correction cases shall be provided by the Takaful Company within 10 days from the submission of intimation.
4. Premium for New lives to be Added / Deleted or Plan Revise shall on the same rates as per Premium Rates quoted in the Bid.
5. Bidder must provide Hotline numbers of the Company's Representatives / Focal Person (s) in order to facilitate and provide necessary information to the patients in case of Hospitalization in Panel Hospitals.
6. Approval / Authorization of Hospitalization shall be provided to the Hospital / Patient in not more than 01 Day. All intimations of Approvals / Regrets must also be furnished to the SMBB-IT, Karachi through email.
7. All the IPD and OPD Reimbursement Claims would be paid within 10 days from the date of submission of claims.
8. In case of IPD / Maternity Reimbursement Claim of a Non-Panel Hospital, a deduction of not more than 10% of the Total Claim may be made. This shall be waived if the treatment is unavailable at a Panel Hospital or is some Special or peculiar circumstances.
9. In case of return or withholding of Claim for Reimbursement, a formal intimation by letter or email would be required by the Takaful Company describing the reason for return or withholding.
10. If an Employee / Patient wishes not to disclose certain personal information such as Investigations Reports, the requirement in Reimbursement Cases shall be waived upon the request of the Employee / Patient.
11. Requirement of Prescriptions shall be waived in case the Employee / Patient is a Doctor/ Medical Practitioner upon request.
12. All the Health Takaful Cards must bear the SMBB-IT, Karachi Employee ID and Name of Institute / Department, provided in the list as and when the contract is awarded.

13. The Bidder will provide the Claims Utilization Report for Hospitalization and Reimbursement on Quarterly Basis.
14. In case of non-issuance of Takaful Card to an existing employee, due to non-provision of data required for issuance of Health Takaful Card, the employee or his dependent shall be provided Hospitalization Coverage after obtaining necessary approval / verification from the SMBB-IT, Karachi.
15. **Payment:**
- a) Payment of Premium shall be processed on quarterly basis by cross Cheque in favor of Takaful Company.
  - b) The Takaful Company shall submit the following documents along with the Invoice:
  - c) Original Invoice in triplicate with the supporting sheet of the Premium calculation per insured person.
  - d) Copy of the Signed Contract.
  - e) List of Insured Employees / Dependents
  - f) Complete details of claims received, paid, pending during the quarter.
  - g) Complete details of pending claims with reason of pendency.
  - h) Valid Tax Exemption Certificate (if any)
  - i) SMBBIT withhold Tax applicable on tankful service (If any)
16. **Profit Sharing:** Any Profit / Premium left at the end of the Contract Agreement will be returned after successful completion of takaful contract OR adjust in new contract.
17. **Termination & Cancellation of Contract:** If the TAKAFUL Company fails to provide the satisfactory services, the SMBB-IT, Karachi shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The SMBB-IT, Karachi shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.
18. **Redressal of Grievances by the Procuring Agency:** Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010 (Amended till Date).
19. **Arbitration:** Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the SMBB-IT, Karachi and TAKAFUL Company. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the SMBB-IT, Karachi and TAKAFUL Company within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.
20. **Applicable Laws:** The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi – Pakistan shall have exclusive jurisdiction.

## **SPECIAL INSTRUCTIONS**

1. Bidder must read all the contents of Bidding Document and understand all the requirements.
2. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
3. The Bid Form(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.
4. Bid Security shall be inserted in the Financial Proposal.
5. There should not be any over-writing, double writing, crossed, additional conditions.
6. Rates are to be quoted clearly in digits as well as in words.
7. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
8. Bids shall be submitted in accordance with Single stage – One Envelope Procedure.
9. Bidder shall prepare one envelope for Technical as well as Financial Proposal.
10. Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Proposal accordingly.
11. Bidder(s) must write the “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” on the face of sealed envelopes containing relevant bid/offer in it. **Only the soft copy of technical & financial proposal should also be provided in the form of USB showing the name of the TAKAFUL Company.**
12. 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.

### **SCOPE OF WORK:** -

Provision of comprehensive medical coverage to the employees and their dependents according to their category for a period of **12 MONTHS (1 YEAR)**. The TAKAFUL coverage shall include:

- a) In-Patient Treatment (Hospitalization);
- b) Day Care Treatment;
- c) Maternity Care;
- d) Reimbursement of Out-Patient Treatment;
- e) Other Medical Services / Allied facilities.
- f) Laboratory Test, Prescribed Medicines & Doctor’s Consultation fee and Charges
- g) Day care Surgeries
- h) Specialized investigations
- i) Emergency Treatment, Pain Management, conservative Management; and
- j) SMBB-IT, Karachi Employees and their dependents will be covered under the following policies:

### **SMBB-IT HEALTH TAKAFUL POLICY**



- For Hospitalization of Employees and their dependent spouses and children.
- Out Patient reimbursement for Employee and their dependent Spouses and Children.

Details of the employees according to their categories covered under the Premium Policy are given below:

	<b>A</b> <b>(TPS 1 - 7)</b>	<b>B</b> <b>(TPS 8-22)</b>	<b>TOTAL</b>
<b>Employees</b>	241	982	<b>1,223</b>
<b>Spouse</b>	95	421	<b>516</b>
<b>Children</b>	142	600	<b>742</b>

In case of increase / decrease of any employee / dependent, the SMBB-IT, Karachi shall inform in writing and the TAKAFUL coverage shall accordingly be commenced / ceased, as the case may be, on the same rates and terms and condition of the Contract Agreement.

In case of birth of new born baby of the employee / dependent, the new born baby shall immediately cover under the TAKAFUL Coverage.

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## MANDATORY CRITERIA FOR EVALUATION OF BID

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

<b>Technical Evaluation Criteria (Mandatory)</b>			
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 compliance of above points not found offer will be rejected).</b>		
2.	Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers;		
3.	Registration with Income Tax – NTN ( <b>Attach Valid Certificate</b> )		
4.	Copy of Financial year <b>Paid Income tax and return (Recent Last Three Years)</b>		
5.	Complete details of turn-over of at least <b>LAST THREE YEARS</b>		
6.	Audited Financial Statement of the bidder for <b>LAST THREE YEARS</b> .(i.e as on June 30, 2020, June 30, 2021, June 30, 2022)		
7.	Certificate of Incorporation issued by the Securities & Exchange Commission of Pakistan ( <b>SECP</b> )		
8.	Copy of recent documents in respect of <b>PACRA / JCR-VIS Rating</b> .		
9.	a) General Sales Tax ( <b>Mandatory</b> ) b) Sindh Sales Tax ( <b>If applicable</b> ) / <b>Sindh Board of Revenue (Registration is not required for procurement of Goods)</b>		
10.	List of present <b>CORPORATE CLIENTS</b> of Group Health TAKAFUL with name and contact persons, cell/telephone numbers, addresses and total number of employees of that each client. Provide the document evidence in the form of satisfactory certificate or work order.		
11.	Copies of Work Orders and signed Agreements of clients (last three years as proof of experience in health TAKAFUL).		
12.	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 per given sample as per attached Table of Content Point # 11).</b> (ANNEXURE-D)		
13.	List of panel Hospitals all over the Pakistan.		
14.	Name of authorized focal person and Accounts Manager with full contact information on company's Letter Head.		
15.	Flow Chart on company's Letter Head for claim re-imburement process for non-panel hospitalization.		
16.	Flow Chart on company's Letter Head for credit facility of emergency admission process at panel hospitalization.		
17.	Flow Chart on company's Letter Head for credit facility of elective admission process at panel hospitalization.		
18.	Submission of undertaking on legal valid and attested stamp paper on duly notarized to the effect that any director of the TAKAFUL Company is not awarded any punishment from any Court of Law.		
19.	Submission of undertaking on legal valid and attested stamp paper the effect 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.		
20.	Pay order / Bank Draft of <b>Bid security</b> should be attached along with bidding document.		
21.	Soft copy of technical & Financial proposal should also be provided in the form of <b>USB</b> showing the name of the TAKAFUL company.		

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

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

**BID EVALUATION CRITERIA:**

**1. The following merit point system for weighing evaluation factors / criteria.**

Bidders achieving minimum 70% points / marks will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

S#	Evaluation Parameters/Sub-parameters	Maximum Points
<b>1</b>	<b>Number of Years in the Business of providing Health TAKAFUL Services. (Credible documentary evidence must be provided)</b>	<b>Max. 10</b>
1.1	20 years or above	10
1.2	15 to 20 years	5
1.3	Less than 15 years	3
<b>2</b>	<b>Paid up capital</b>	<b>Max. 10</b>
2.1	Above 3000 M	10
2.2	2501 M – 3000 M	5
2.3	Less than 2500 M	3
<b>3</b>	<b>Total Number of Panel Hospitals under credit facility in Pakistan. (Credible documentary evidence must be provided)</b>	<b>Max. 10</b>
3.1	400 and above	10
3.2	300 – 400	5
3.3	Less than 300	3
<b>4</b>	<b>Number of Full-Time Doctors for Case Management in Medical &amp; Claims Dept.: (Provide details duly signed by authorized person)</b>	<b>Max. 10</b>
4.1	20 or above	10
4.2	15 to 20	5
4.3	Less than 15	3
<b>5</b>	<b>Bank Balance/Cash in hand as on 30th June 2022. (Audited Financial Statements must be provided)</b>	<b>Max. 10</b>
5.1	PKR 1.0 Billion and above	10
5.2	PKR 0.5 Billion – 0.99 Billion	5
5.3	Less than PKR 0.5 Billion	3

<b>6</b>	<b>PACRA/JCR-VIS Rating – MANDATORY REQUIREMENT</b>	<b>Max. 5</b>
6.1	AA+ Rating	5
6.2	AAA Rating	0
<b>S#</b>	<b>Evaluation Parameters/Sub-parameters</b>	<b>Maximum Points</b>
<b>7</b>	<b>Annual Gross General TAKAFUL Premium (as at 30<sup>th</sup> June, 2022)</b>	<b>Max. 10</b>
7.1	More than 20 billion	10
7.2	15– 20 billion	5
7.3	Below 15 billion	3
<b>8</b>	<b>Existing Health TAKAFUL Portfolio of General TAKAFUL Company (as at 31<sup>st</sup> Oct, 2022)</b>	<b>Max. 10</b>
8.1	More than 2.5 billion	10
8.2	2.25B – 2.5B	5
8.3	Below 2.25 billion	3
<b>9</b>	<b>International Rating - AM Best / S&amp;P Rating</b>	<b>Max. 5</b>
9.1	Yes	5
9.2	No	0
<b>10</b>	<b>24/7 Helpline / Approval Center (Not Mobile Number)</b>	<b>Max. 5</b>
10.1	Yes	5
10.2	No	0
<b>11</b>	<b>Total Number of Persons Covered in Health TAKAFUL (Credible documentary evidence must be provided)</b>	<b>Max. 10</b>
11.1	200,000 and Above	10
11.2	150,000 - 200,000	5
11.3	Below 150,000	3
<b>12</b>	<b>List of present HOSPITAL CLIENTS Under Group Health TAKAFUL with name and contact persons, cell / telephone numbers, addresses and number of employees of that each client. Provide the document evidence.</b>	<b>Max. 5</b>
12.1	5 and Above	5
12.2	Below 5	3
<b>TOTAL POINTS</b>		<b>100</b>

**Note:**

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

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

Name of Firm: - \_\_\_\_\_

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

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

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

## (ANNEXURE-B)

<b>Benefits Description</b>		
Description of Takaful Benefits	Plan A (TPS 1 – 7)	Plan B (TPS 8 – 22)
<b>Hospital Care Benefit Limit(Per Annum/Per Person)</b>	Rs.350,000	Rs.200,000
<b>Enhancement in H&amp;R limits in case of accidental injuries</b>	<b>50%</b>	<b>50%</b>
<b>Room &amp; Board (per day)</b>	<b>Rs.6,000</b>	<b>Rs.3,500</b>
<b>Per Hospitalization</b> <i>Pre-Hospitalization Sub Limit (Diagnosis, Consultation, &amp; Medicines)</i>	30 Days	30 Days
<i>Post-Hospitalization Sub Limit (Follow-Ups)</i>	30 Days	30 Days
Dialysis, Cataract Surgery, MRI, CT Scan, Endoscopy, Thallium Scan, Angiography, Treatment of Fractures, Physician's Visit (In Patient visit) Charges, Intensive Care Unit (ICU) Charges, Miscellaneous Hospital Expenses, Surgical Operation Charges, Day-care Surgery Charges, Hospital Causality ward Accident & Emergency Services, Specialized Investigations Outpatient Cover, Local Road Ambulance for Emergencies only, Emergency Dental Treatment due to accidental injuries within 48 hours (for pain relief only).	<b>COVERED</b>	

<b>Maternity Benefits (Per Pregnancy / Per Year)</b>		
Normal Delivery	Rs.70,000	Rs.50,000
Complicated Delivery	Rs.100,000	Rs.70,000

Pre & Post Natal Expenses Are Covered Up to 100% of Normal Maternity Limit, Subject to its availability	Rs.70,000	Rs.50,000
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<b><u>Eligibility :</u></b> <i>All full time Pakistani employees, Actively at work up to 65 years of age with their dependents</i> <i>Spouses are covered up to 65 years of age</i> <i>Son are covered up to 25 years of age</i> <i>No age limit for Unmarried daughter</i> <b>Plan "A"</b> <b>Plan "B"</b>
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All the rates are assumed on the basis of resident country as Pakistan

(ANNEXURE-C)

**Contribution  
Calculation**

<i>H &amp; R Contribution Details</i>						
AGE BAND	Plan A (TPS 1-7)			Plan B (TPS 8 - 22)		
	No. Of Participant	Rates	Premium	No. Of Participant	Rates	Premium
0-17						
18-29						
30-39						
40-49						
50-59						
60-64						
65						
Total						

**Total H & R Contribution** **Rs.**

<i>Maternity Contribution Details</i>						
AGE BAND	Plan A			Plan B		
	No. Of Participant	Rates	Premium	No. Of Participant	Rates	Premium
Upto 25						
26-30						
31-35						
36-40						
41-45						
46-50						
Total						

**Total Maternity Contribution** **Rs.**

<b>Total H &amp; R Contribution (Plan A + Plan B)</b>	<b>Rs.</b> _____
<b>Total Maternity Contribution (Plan A + Plan B)</b>	<b>Rs.</b> _____
<b>Gross Contribution</b>	<b>Rs.</b> _____
<b>1% F.I.F + 0.06% Stamp Duty</b>	<b>Rs.</b> _____

**Total Contribution Payable** **Rs.**

**Total Contribution Payable Amount in words:**

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## **BID LETTER FORM**

From:

(Registered name and address of the bidder) To:

Executive Director,

Shaheed Mohtarma Benazir Bhutto Institute of Trauma,

Karachi – 74200

Dear Sir / Madam,

Having examined the bidding document and amendment thereon we undersigned, offer to provide services to the works including in conformity with the terms and conditions of the bidding document and amendments there on, for the following 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 AGREEMENT**

## **Tender Title**

This Contract Agreement (hereinafter called the Agreement) made on \_\_\_ day of \_\_\_\_\_ Year.

## **BETWEEN**

**M/s.**

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

AND

**SHAHEED MOHTARMA BENAZIR BHUTTO ISTITUTE OF TRAUMA** A department under Government of Sindh, having its office at SMBBIT, Chand Bibi Road, Karachi Sindh, Pakistan hereinafter mentioned as "the Client", which expression shall be deemed to mean and include its successors-in-interest and permitted assigns;

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

AND

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

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

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.

2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Purchase order(s)/ Letter of Acceptance where applicable.
- b. The completed Form of Bid along with Schedules to Bid.
- c. Condition of Contract & Contract Data
- d. The priced Schedules of prices

e. The specifications

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Contract Price of tender will be Rs: \_\_\_\_\_/Year;
6. That estimated cost of tender is on approximate basis and may vary in case of forced majeure or as per the demand of situation.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement in accordance with their respective hands and seals, the day, month and the year first above written.

This contract will be extendible on the same rates till the allocation of new tender.

Signature of the Supplier

Signature of the Purchaser

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

# **FORM OF PERFORMANCE SECURITY**

## **(Bank Guarantee)**

Guarantee No.: \_\_\_\_\_

Executed on: \_\_\_\_\_

Expiry date: \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with complete address (Scheduled Bank in Pakistan):

\_\_\_\_\_

Name of Principal (Contractor, Manufacturer, Supplier or any bidder) with complete address:

\_\_\_\_\_

Penal Sum of Security (express in words and figures):

\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and the said Principal we, the Guarantor above named, are held and firmly bound unto the Chief Operating Officer (COO), SMBBIT, Karachi (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents- during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Condition of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contractor has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

\_\_\_\_\_  
Guarantor (Bank)

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: \_\_\_\_\_

CNIC No. \_\_\_\_\_ (**Copy must be attached**)

For Messrs. [Name of Supplier]

## INTEGRITY PACT

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

Contract Number:     **NO.**

**Dated:**

Contract Value:     **Rs.**

Contract Title:   **Tender Title**

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

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