

STANDARD BIDDING DOCUMENTS



GOVERNMENT OF SINDH

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

**REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND
MACHINERY**

TENDER REFERENCE #:- PROC/SMBBIT/(R&M-01)/2022-23

NOTE:

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

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BIDDING DATA SHEET

Procuring Agency	SMBB Institute of Trauma
Address	Chand Bibi Road, Karachi
Bid Validity	90 Days, As per SPPRA Rule 2010 (amended till date)
Amount of Bid Security	5% of Total Bid Quoted Price
Last date of Selling of Bid	As per mentioned in NIT
Date of Submission of Bid	As per mentioned in NIT
Place of Submission	As per mentioned in NIT
Performance Security	10% of the Contract Value
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 starting from the date of Award of contract, extendable further 2 years on yearly performance basis after approval from competent authority.
Liquidity Damages	@0.03 percent of the Contract Price for each day of delay until actual Completion or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.
Inspection Authority	Nominated officer by the Administration department.

INSTRUCTIONS TO BIDDERS

1. **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** invites sealed bids on **Single Stage - One Envelope** Procedure as per clause **46(1)** Sindh Public Procurement Rules 2010, Amended till date from Manufacturers / Importers / Sole Agents / Distributors for “**Repair & Maintenance of Medical Equipment and Machinery**” **Tender Reference #: PROC/SMBBIT/(R&M-01)/2022-23.**
2. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.
3. Bidders should examine carefully the table of content. They should visit and inspect the site at their own expense, responsibility and obtain all necessary information prior to submitting the tender. Any detail/specification missing in the document should be obtained from **Planning & Procurement Department** before bidding. Once the tender is submitted, it will be assumed that no further clarification was required.
4. Tender Fee in shape of pay order in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** must be attached; else the offer will be rejected.
5. Bidder will attach **BID SECURITY** (as per amount mentioned under Bidding Data) in shape of pay order issued from any scheduled Bank of Pakistan in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma** in the financial proposal.
6. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.
7. The Bidder shall indicate on the appropriate Price Schedule (in PKR) the units (where applicable) and total bid price of the goods/services it proposes to supply/execute under the contract.
8. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarification to the bids that do not change substances of the bids.
9. The Procuring Agency may reject all 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.
10. The quoted rates should include all costs of whatsoever description and expenses necessary for the whole work together with all risks, taxes, liabilities and obligations, specific or implied, in the Tender Documents. Arithmetical errors, if any shall be corrected and Tender price amended accordingly.
11. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.

12. Clarification, revision, addition or deletion, in the tender documents may be made by the authority before the submission and opening of Tender in the form of Addendum/Corrigendum. This will be made only by formal Addendum/ Corrigendum issued by the concerned authority and will become part of the contract documents. Each Addendum shall be signed by the Vendor and returned with other Tender documents.
13. The vendor has to quote only one rate for each work as per tender specifications. Hand written tenders or any over writing, cutting, should be signed.
14. The entire Tender Documents, listed duly priced, signed & stamped on each page and completed must reach at designated place in due time and dates as defined in the Bidding Data of the Tender.
15. Contractor who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
16. No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
17. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or fails to sign the contract in stipulated time if the bid is accepted.
18. Conditional tender and tender without bid security shall not be considered.
19. GST, Income Tax Certificate must be accompanied with tender.
20. Bids shall remain valid for a period of 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
21. Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
22. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
23. Bid should be dropped at Planning & Procurement Office, **13th Floor, SMBB Institute of Trauma, Karachi** by mail or by hand in due course of time and the same will be opened at Seminar Hall, **12th Floor, SMBB Institute of Trauma, Karachi.**
24. Registration from Sindh Revenue Board is not required in procurement of Goods.
25. 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.

TERMS & CONDITIONS

- a) SMBB Institute of Trauma, Karachi invites sealed bids on **Single Stage One Envelope Procedure as per clause 46(1) of SPP Rules 2010 (Amended till date)** from Interested Bidders for **“Repair & Maintenance of Medical Equipment and Machinery” Tender Reference #: PROC/SMBBIT/(R&M-01)/2022-23.**
- b) **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Pay Order / Demand Draft or Bank Guarantee as per amount mentioned under Bidding Data in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma.**
- c) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
- d) Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value (Rs.100).
- e) The firm will be responsible for **“Repair & Maintenance of Medical Equipment and Machinery” Tender Reference #: PROC/SMBBIT/(R&M-01)/2022-23** at consignee address. (SMBB Institute of Trauma). If it fails, the Performance Security will be forfeited.
- f) Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by bidder concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor was false and materially inaccurate or incomplete at any stage.
- g) The Procuring agency reserves the right at the time of contract award to increase or decrease, the items / quantities of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- h) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- i) 20% of the due Sindh Sales Tax (if applicable) will be deducted from the bill of the Contractors / Suppliers while remaining 80% will be deposited by the Contractors / Suppliers themselves.
- j) No tender will be entertained without Bid Security which will be forfeited to Government Treasury, in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.

- k) 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.
- l) The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts. Failure to sign such Integrity Pact shall make the bidder non-responsive.
- m) If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Bidding Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in Bidding Data. Once the maximum is reached, the Procuring agency may consider termination of the Contract.
- n) (i) All the applicable taxes i.e. Sindh Sales Tax & Income Tax (withholding) should be inclusive with offer.
(ii) The Government Taxes will be deducted from the bills of the bills of the contractors / Suppliers, as imposed by the Government time to time. All the applicable taxes i.e. Sindh Sales Tax & Income Tax (withholding) should be inclusive with offer.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC # _____ **(Copy must be attached)**

Full Address _____

Rubber Stamp _____

CRITERIA FOR EVALUATION OF BID

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

Technical Evaluation Criteria (Mandatory)			
S.#	List of Documents	Yes	No
1.	Compliance of Terms & Conditions / Instructions mentioned in the SBD. 1. Attached authorized person CNIC copy. 2. Signed & stamped each and every page of Terms & Condition & all bidding documents. (If compliance of above points not found offer will be rejected).		
2.	Relevant Experience with documentary proof (Last Three Years)		
3.	Registration with Income Tax – NTN (Attach Valid Certificate)		
4.	Copy of Professional Tax (Attach Valid Certificate)		
5.	Sindh Sales Tax (if applicable) / Sindh Board of Revenue		
6.	Recent Bank Certificate / Bank Statement regarding financial soundness of the firm to do business up till PKR 50 Million or more.		
7.	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and litigated by any institute of Federal, Provincial Government or any Department / Agency / Organization / Autonomous body or Private Sector Organization anywhere in Pakistan. (Undertaking should be as attached sample as per Table of Content Point # 11)		
8.	Submission of Undertaking on legal valid and attested stamp paper that Repairing of Quoted items within stipulated time.		
9.	Bidder already providing services at SMBBIT should obtain & attach a satisfactory performance certificate from competent authority of SMBB Institute of Trauma (for the financial year in which the bidder last provided its services).		
10.	Pay order / Bank Draft of Bid security should be attached along with bidding document.		
11.	Soft Copy (USB/CD) containing all documents and form (In Excel/DOC format and searchable)		

NOTE:

- 1. The offer will not be entertained if the required documents are not found attached.**
- 2. Authorization / Distributors Certificates from Manufacturer. (Where Applicable).**
- 3. Financial proposal must be submitted on company letter head duly signed / stamped/ type in figure and words of the total amount; else the offer would be rejected.**

BILL OF QUANTITIES FOR
REPAIR & MAINTENANCE OF MEDICAL EQUIPMENT AND
MACHINERY FOR SMBB INSTITUTE OF TRAUMA, KARACHI

Bidder should possess the required skills and acumen to maintain/repair and perform the calibration according to the International Standards and Manufacture’s specifications of the equipment hereinafter mentioned and to maintain the below mentioned equipment, located as stated;

SECTION A: RADIOLOGY

DETAILS OF EQUIPMENT

S.#	Tender Name	Qty.	Make	Model	Per month Charges (Inclusive of all Federal & Provincial Govt. applicable taxes)	Annual Charges (Inclusive of all Federal & Provincial Govt. applicable taxes)
1	CT Scan 16 Slice	01	TOSHIBA	Activion-16		

Note: Financial proposal must be submitted on company letter head duly signed and stamped. Bidder should type their offer in both figure and words of the total amount; else the offer would be rejected.

All interested bidders must inspect the above mention medical equipment & machinery before submitting the bid once bid submitted by bidder, bid consider will be final no amendment future allowed.

SECTION A SCOPE OF WORK

A. Servicing & Maintenance with all Parts, Consumables & all Accessories;

1. Bidder will carry out required Periodic Preventive Maintenance (PPM). The PPM will be carried out as per instructions given by Original Equipment Manufacturer (O.E.M) which includes: -
 - Function and operation safety check.
 - Adjustment, setting and lubrication.
 - Calibrations on all required parameters.
 - Correction of detected defects which result from normal wear and tear and replacement of parts, if necessary, to enhance quality.
 - Update of originally purchased software whenever made available by the factory.
 - Field modification, if any, recommended by the factory to improve performance and reliability.
2. Bidder will carry out all necessary repairs and replacement whether in parts, cards, controls, batteries, UPS, Screens, accessories, x-ray tube & main detectors or anything else as and when necessary to keep the said equipment / machinery functional. Furthermore, Bidder shall provide

support to operating staff of the “Equipment”; as and when considered necessary by the Biomedical Department SMBBIT.

3. Bidder will provide lubricants, greases, oil and all other material required for the servicing & maintenance of above mentioned equipment.
4. Bidder will submit the service report to the Biomedical Engineer / officer assigned by the competent authority along with checklist duly signed completed in all respects after successful completion of each PPM for verification and signatures by all concerned.

B. Trouble Shooters:

1. Bidder shall provide and maintain fully qualified engineers & technical staff to carry out the obligations under this contract. Such engineers or technologists or technical staff shall respond to service calls within an hour on 24/7 basis, in case deployed on call or immediately if available on floor, during the entire period of this contract.
2. Bidder on receipt of any complaint of malfunctioning of the equipment will immediately detail qualified service engineers or technical staff who will troubleshoot the fault & identify and replace defective part on site and submit defective part/s within 8 Hours to Bio-medical department.

C. Providing & Fixing of Spare Parts and Accessories:

1. Bidder shall maintain all machinery & equipment which cover whole range of Cards, X-ray tube & main detectors, parts, components, controls, batteries, accessories and others to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the bidder under contract period.
2. Bidder will be responsible to arrange the availability of fast moving spares & expendables off the shelf and supply and replace the part within 24 Hours. However, if the required parts are to be procured from the Manufacturer/ abroad; firm will arrange the same fastest means within seven (07) working days.

D. Penalty:

1. In case of nonperformance, poor and under performance and defaults attributable to the service provider and / or its staff, of the requirements / conditions as stated in the agreement and any deviation from the contents of the same may invoke penalties at per occurrence formula, which will be as follows:
“In case of non-satisfactory performance referred in Scope of Work and mentioned in the agreement clauses defined, **10%** of the support cost of one quarter shall be deducted on every non satisfactory task performed by service provider”.

E. Force Majeure:

Force Majeure shall mean (i) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licenses or authorities or any other like event; (ii) any strike, lockout, work stoppage or other industrial dispute of any kind; or (iii) any act or omissions of a third party which affects the provisions of the Services,

including a failure to provide goods and services or access to premises; or (iv) any other similar circumstances beyond the control of the affected Party.

Neither Party shall be held liable for failure in performing any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of Force Majeure mentioned above.

The affected Party shall promptly notify the other Party in writing of the occurrence of an event of Force Majeure and the estimated extent and duration of its inability to perform its obligations.

Upon the cessation of the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of such cessation and shall resume performance of its obligations.

Notwithstanding anything stated herein, the occurrence of an event of Force Majeure does not relieve the Client of its payment obligations for the Services actually rendered by the Operator.

If an event of Force Majeure continues interruptedly for a continuous period of thirty (30) days, the parties may by mutual written consent terminate this Agreement, with effect from the date mutually agreed.

F. Contract Termination:

1. In case Service Provider commits any breach of the terms and conditions contained in this Agreement, the Procuring Agency shall have the right to terminate / suspend this Agreement by providing thirty (30) calendar days' prior notice to the other. However, if the breach is remedied by the party in default, to the satisfaction of the aggrieved party, within the above said period the Agreement shall not be terminated / suspended.
2. The parties shall have the right to terminate this Agreement should any party engage in any conduct prejudicial to the image and goodwill of the other and/or its products by serving a thirty (30) days' advance written notice to the defaulting party.
3. Upon termination of this Agreement in accordance with the terms hereof, parties shall immediately, but not later than seven (07) days from the date of termination, pay to the other all amounts due. The termination of this Agreement for any reason shall extinguish all of parties' obligations to provide, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, limitation of liability, indemnification, dispute resolution and confidentiality etc. that shall survive the expiry and termination of this Agreement or which, by the terms, are to continue beyond the expiry and termination.

The Procuring Agency shall have the right to suspend / terminate the Agreement and / or the Services in its sole option by giving advance notice of one (01) month.

G. Governing Law & Dispute Resolution:

This Agreement and rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts at Karachi shall have the exclusive jurisdiction to try any matter under the law arising out of in connection with and relating to this agreement.

If, during the course of performance hereunder or expiry/termination of the Agreement, any dispute arises between the Parties as to the rights or obligations of the Parties under this Agreement, either Party may give written notice of its objections to the other Party and the reasons thereof and may recommend corrective action. The Parties shall use their best efforts to settle amicably any claim or controversy disputes arising out of or in connection with this Agreement or its interpretation between the Parties. The authorized representatives of the Parties shall discuss the dispute in order to attempt to reach mutual agreement.

If mutual agreement is not reached within thirty (30) days through all elements of the above process, such dispute may be referred to on the application of either Party for final determination to a sole

arbitrator mutually appointed by the Parties, or appointed by the Court, in case of dispute as to the appointment of Arbitrator, who shall act under the provisions of the Arbitration Act, 1940, The arbitration shall be conducted in Karachi, Pakistan.

The award of the arbitration shall be final and binding on the Parties and shall be enforceable by any court of competent jurisdiction. Each Party shall be responsible for the cost of preparing and presenting its own case.

Notwithstanding anything else contained herein, the Parties agree that time is of the essence in resolving such dispute(s).

The language of the arbitration shall be English.

In the course of arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration.

H. Confidentiality:

The parties, to the extent of their contractual and lawful right to do so, shall exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this agreement. All information relating to the agreement provided by either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is hereby deemed to be confidential and proprietary information (“Proprietary Information”) The obligation of a Party in relation to the Proprietary Information shall not apply to that information which: Now or hereafter enters the public domain through no fault of that party; or can be proved to have been in the possession of that party at the time of disclosure and which has not been previously obtained, directly or indirectly, from the other party hereto as evidenced by the receiving party’s written records; or otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality at the time of disclosure; and is required to be disclosed by any applicable law, governmental order, decree, regulation, license or rule to which the relevant party.

I. Amendments:

Any Clause & Term & Condition may only be amended / modified in prior writing and signed by both Parties. This service work cannot be assigned by either Party to any third party without prior written permission of the other.

J. Duration of Contract:

Contract will be awarded for the period of one year and further can be extended two for two years on same rates terms and condition subjected to satisfactory performance & mutual consent of both parties.

K. General Conditions:

1. Biomedical Department / Concern department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
2. Bidder should provide proper plan of PM and calibration of said machinery from the date of contract starts.
3. Bidder shall not divulge or communicate to any person any trade secret or information pertaining to PA which is for the time being confidential and is not in the public domain and the information which the bidder or its employees may have received or obtained during the term of this agreement and or as the consequence of provision of the services. This clause shall survive even after the conclusion or termination of Contract Agreement.

4. Bidder must have complete range of calibrator, tester (tools) for above mentioned equipment which will be verified by our biomedical engineer (mandatory).
5. Bidder shall find that normal service cannot maintain the equipment in good working condition, and parts are to be changed, or overhauling is required, then the bidder would carry out the same with prior approval from Biomedical Engineer of SMBBIT.
6. 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

Signature of Manufacturer / Importers / Sole Agent / Contractors: _____

Name of Firm: _____

Full Address: _____

Office No: _____ Cell No.: _____

Email Address (if any): _____

SECTION B: CENTRAL STERILE SERVICE
DEPARTMENT

DETAILS OF EQUIPMENT

S#.	MAKE	MODEL	Serial #	Quantity	Scope of Work	Unit Price (Inclusive of all Federal & Provincial Govt. applicable taxes)	Total Amount (Inclusive of all Federal & Provincial Govt. applicable taxes)
1	GETINGE Steam Sterilizer	HS6613-ER2	2111188-090-01	01 Nos.	Service / Repair / Replacement of Parts &,PPM of Machine		
2	GETINGE Steam Sterilizer	HS6613-ER2	2111188-010-01	01 Nos.			
3	GETINGE Steam Sterilizer with LTSF Formaldehy de	HS6613-ER2	2111188-020-01	01 Nos.			
4	GETINGE WASHER DISINFECT OR	46-5-303	W50037 078	01 Nos.			
5	GETINGE WASHER DISINFECT OR	46-5-303	W50037 064	01 Nos.			
6	GETINGE DRYER	A-363	WS5003 6365	01 Nos.			
7	GETINGE DRYER	A-363	WS500s 36366	01 Nos.			

Note:

1. Warranty period for repair / replacement of parts work must be given with offer if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.

2. All interested bidders must inspect the Medical Equipment & Machinery before submitting the bid once bid submitted by bidder, bid consider will be final no amendment future allowed.

Signature of Manufacturer / Importers / Sole Agent / Contractors: _____

Name of Firm: _____

Full Address: _____

Office No: _____ Cell No.: _____

Email Address (if any): _____

SECTION C: LAUNDRY

DETAILS OF EQUIPMENT

S#.	MAKE	MODEL	Quantity	Scope of Work	Unit Price (Inclusive of all Federal & Provincial Govt. applicable taxes)	Total Amount (Inclusive of all Federal & Provincial Govt. applicable taxes)
1	PRIMUS- USA	WASHER EXTRACTOR Size: 66 KG	01 Nos.	Service / Repair / Replacement of Parts & Calibration of Machine		
2	PRIMUS- USA	WASHER EXTRACTOR Size: 55 KG	01 Nos.			
3	PRIMUS- USA	WASHER EXTRACTOR Size: 28KG	01 Nos.			
4	PRIMUS- USA	TUMBLE DRYER	02 Nos.			
5	PRIMUS- USA	IRONER	03 Nos.			

Note:

1. Warranty period for repair / replacement of parts work must be given with offer if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.
2. All interested bidders must inspect the Medical Equipment & Machinery before submitting the bid once bid submitted by bidder, bid consider will be final no amendment future allowed.

Signature of Manufacturer / Importers / Sole Agent / Contractors: _____

Name of Firm: _____

Full Address: _____

Office No: _____ Cell No.: _____

Email Address (if any): _____

SECTION D: DETAILS OF EQUIPMENT

S#	Item Name	Model #	Serial #	Floor	Qty	Scope of Work	Unit Price (Inclusive of all Federal & Provincial Govt. applicable taxes)	Total Amount (Inclusive of all Federal & Provincial Govt. applicable taxes)
1	OCT Machine Heidelberg Engineering	OCT Spectrails	Spec-cm-12998-S2610	9	1	Service / Repair / Replacement of Parts & Calibration of Machine		
2	Constellation Machine	Alcon	1801907901X	9	2			
			1403693301X					
3	Phaco Emulsification System	Laureate	1403598701X	9	2			
4	B Scan Probe	Sonomed	131152	9	1			
		(EZ-AB5500+)						
5	Visual Field Analyzer	HFA3-830	830-15063	9	1			
6	Sorin Heart Lung Machine	Stockert S5	48E02806	6	1			
7	Mortuary	LEE	-	B	4			
8	Ultrasound machine	Sonoace R5	B1A310300000	G	1			
9	Ventilator	Hamilton C2	7407	7 th	4			
10	Ventilator	Hamilton C2	7501	7 th	2			
11	Ventilator	Hamilton C2	7269	7 th				
12	Ventilator	Hamilton C2	7511	7 th				
13	Ventilator	Hamilton G5	11853	7 th				
14	Ventilator	Hamilton G5	11887	7 th				
17	Mobile X-ray	Movix 20 Dream	G-65772	1st	2			
18	Mobile X-ray	Movix 20 Dream	65779	12 th				
19	Examination Light	-	-	-	50			
20	Sternum Saw battery	AB-701	13/00852	6 th	2			

21	Phaco Emulsification System	Nidek CV9000 R	91395	9 th	1	-DO-		
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Note:

1. Warranty period for repair / replacement of parts work must be given with offer if the repaired / replacement of parts, equipment is out of order during the warranty period the same will be repaired / replace without charging any cost by the concerned firm.
2. All interested bidders must inspect the Medical Equipment & Machinery before submitting the bid once bid submitted by bidder, bid consider will be final no amendment future allowed.

Signature of Manufacturer / Importers / Sole Agent / Contractors: _____

Name of Firm: _____

Full Address: _____

Office No: _____ Cell No.: _____

Email Address (if any): _____

BID LETTER FORM

From:

(Registered name and address of the bidder)

To:

Chief Operating Officer,
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 Scheduled of prices
 - e. The specifications

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

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

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

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

FORM OF PERFORMANCE SECURITY **(Bank Guarantee)**

Guarantee No.: _____
Executed on: _____
Expiry date: _____

[Letter by the Guarantor to the Employer]

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

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

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

Letter of Acceptance No. _____ Dated: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the are of the said Principal we, the Guarantor above named, are held and firmly bound unto the Chief Operating Officer (COO), SMBBIT, Karachi (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)

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

Signature: _____

Name: _____

Title: _____

AFFIDAVIT (on Judicial Stamp Paper)

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

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

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

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____ (**Copy must be attached**)

For Messrs. [Name of Supplier]

INTEGRITY PACT

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

Contract Number: **NO.**

Dated:

Contract Value: **Rs.**

Contract Title:

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

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

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

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

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

M/s. _____

Chief Operating Officer (COO)