

STANDARD BIDDING DOCUMENTS



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

TENDER TITLE:

**“REPAIR MAINTENANCE & SERVICING (WITH
CONSUMABLES) OF CENTRAL STERILE SUPPLY
DEPARTMENT ON FRAMEWORK CONTRACT
BASIS”**

AS PER SPPRA RULE 46(1)

**TENDER REFERENCE#
PROC/SMBBIT/(R&M-03)/2023-24**

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.**

TABLE OF CONTENT

S.NO	DESCRIPTION	PAGE
01.	TITLE	01
02.	TABLE OF CONTENT	02
03.	BIDING DATA	03
04.	INSTRUCTIONS TO BIDDERS	04 – 06
05.	TERMS & CONDITIONS OF TENDER	07 – 10
06.	BID EVALUATION CRITERIA MANDATORY (ANNEXURE-A)	11
07.	BID EVALUATION CRITERIA MARKING (ANNEXURE-B)	12
08.	TECHNICAL PROPOSAL (ANNEXURE-C) SCOPE OF WORK / SCHEDULE OF REQUIREMENTS	13 – 15
09.	BID LETTER FORM (ANNEXURE-D)	16
10.	CONTRACT AGREEMENT	17 – 18
11.	FORM OF PERFORMANCE SECURITY	19 – 20
12.	AFFIDAVIT (ON JUDICIAL STAMP PAPER)	21
13.	INTEGRITY PACT	22

BIDDING DATA SHEET

PROCURING AGENCY	SMBB Institute of Trauma
ADDRESS	Chand Bibi Road, Karachi
BID VALIDITY	90 Days, As per SPPRA Rule 2010 (amended till date)
AMOUNT OF BID SECURITY	5% of Total Bid Quoted Price
LAST DATE OF SELLING OF BID	As per Mentioned in NIT
DATE OF SUBMISSION OF BID	As per Mentioned in NIT
PLACE OF SUBMISSION	Planning & Procurement Dept. 13 th Floor at SMBB Institute of Trauma, Karachi
PERFORMANCE SECURITY	10% of the Contract Value
LANGUAGE OF BID	English
CURRENCY OF BID	PKR
BIDDING PROCEDURE	Single Stage One Envelope Procedure 46(1) / SPPRA Rule (Complete in Single Package)
ADVANCE PAYMENT	No Advance Payment will be allowed
PERIOD OF COMPLETION	One year from the date of Award of Contract & Extendable for further two years on yearly basis, after the approval from Competent Authority

INSTRUCTIONS TO BIDDERS

1. **Shaheed Benazir Bhutto Institute of Trauma** invites sealed bids on **Single Stage One Envelope Systems 46(1)** as per Sindh Public Procurement Rules 2010, (Amended till date) from service providers for **“Repair, Maintenance & Servicing (with consumables) of Central Sterile Supply System on Framework Contract Basis (As Per SPPRA Rule 46(1) Tender Reference No: PROC/SMBBIT/(R&M-03)/2023-24.**
2. The tender shall be submitted with all documents in sealed envelope. The envelope must contain tender inquiry Number on the top, the name of the Bidder should be affixed on the face of the envelope. Envelope should be sealed and addressed to **Planning & Procurement Department 13th Floor at Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** and inserted in Tender box by hand or mail on the scheduled date and time, else tender will not be entertained and would be returned unopened to the bidders.
3. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.
4. Bidders should examine carefully the table of content. They should visit and inspect the site at their own expense, responsibility and obtain all necessary information prior to submitting the tender. Any detail/specification missing in the document should be obtained from **Planning & Procurement Department 13th Floor at Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** before bidding. Once the tender is submitted, it will be assumed that no further clarification was required.
5. Tender Fee in shape of pay order in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT), Karachi** must be attached; else the offer will be rejected.
6. Bidder will attach **BID SECURITY** (as per amount mentioned under Bidding Data) in shape of pay order issued from any scheduled Bank of Pakistan in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma (SMBBIT), Karachi.**
7. The original bid shall be typed or written in indelible ink by the bidder or person duly authorized. The person or persons signing and stamped the bid shall initial all pages of the bid. The name and designation of each person signing must be mentioned below the signature.
8. The Bidder shall indicate on the appropriate Price Schedule (in PKR) the units (where applicable) and total bid price of the goods/services it proposes to supply/execute under the contract.
9. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the Procuring Agency may seek and accept clarification to the bids that do not change substances of the bids.
10. The Procuring Agency may reject all or any bid or proposal at any time prior to the acceptance of a bid or proposal. Subject to relevant provision of SPPRA Rules, 2010 (Amended till Date). The

Procuring Agency upon request communicate to bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.

11. The quoted rates should include all costs of whatsoever description and expenses necessary for the whole work together with all risks, taxes, liabilities and obligations, specific or implied, in the Tender Documents. Arithmetical errors, if any shall be corrected and Tender price amended accordingly.
12. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
13. Clarification, revision, addition or deletion, in the tender documents may be made by the authority before the submission and opening of Tender in the form of Addendum/Corrigendum. This will be made only by formal Addendum/ Corrigendum issued by the concerned authority and will become part of the contract documents. Each Addendum shall be signed by the Vendor and returned with other Tender documents.
14. The vendor has to quote only one rate for each work as per tender specifications. Hand written tenders or any over writing, cutting, should be signed.
15. The entire Tender Documents, listed duly priced, signed & stamped on each page and completed must reach at designated place in due time and dates as defined in the Bidding Data of the Tender.
16. Contractors who win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
17. No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
18. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or fails to sign the contract in stipulated time if the bid is accepted.
19. Conditional tender and tender without bid security shall not be considered.
20. Bids shall remain valid for a period of 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
21. Bids submitted late due to any reason whatsoever, shall not be considered and returned unopened to the bidder or his authorized representative.
22. Bid / offer will be evaluated as per criteria for evaluation of bid's terms & conditions.
23. **The quoted rates once offered by the firms will not be changed during the contract period.**

24. The tendered rate should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies and will be deducted from the bill of the contractors / suppliers.
25. **Bid price should be inclusive of all applicable Government taxes (Income Tax / General Sales Tax / Sindh Sales Tax & 0.35% Stamp Duty of the value of the contract amount will be affixed on the contract agreement of the full contract value by the Contractors / Suppliers.**
26. **All documents should be submitted duly paginated / flagged and the detailed of the documents should also be mentioned in front of the Index, else Procurement Committee reserves the right to accept or reject bid.**
27. **Technical Evaluation:** It will be examined in detail of the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in B.O.Q. to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.
28. **Financial Evaluation:** It will be examined in detail whether the bids comply with the Financial / contractual conditions of the Bidding Documents. It is expected that no material deviation / stipulation shall be taken by the bidders.

I / We completely agree to above mentioned all clauses:

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached)

Full Address _____

Rubber Stamp _____

TERMS & CONDITIONS OF TENDER

1. Taxes will be deducted from the contractor's bill as imposed by the Government from time to time as well as Contractor will pay all the Government Institution's Contribution himself.
2. **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Pay Order / Demand Draft or Bank Guarantee (as per amount mentioned under Bidding Data Sheet) in favor of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**. The same will be released after successful completion of contract period. Moreover, security deposit shall be forfeited by the Procuring Agency if contractor fails to comply with terms and condition of the contract at any stage during contract period.
3. Contractor will not be allowed to participate in any Political / Immoral / Illegal activities in the premises of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.
4. Contractor will not be allowed to sublet the contract except defined specifically otherwise.
5. The Procuring agency reserves the right at the time of contract award to decrease, the items / quantities of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
7. In case of any dispute contractor will approach the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**. The decision of the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**, will be final.
8. In case of any dispute, decision of the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** shall be final and contractor will not challenge the decision in the Court of Law.
9. The **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** has the right to cancel the contract at any stage and without issuing any prior notice in case of violation of **Agreement / ToR** is proved as well as damages to the prestige or property of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.
10. Contractor will be responsible for any theft or pilferage committed by any of his employees. The employee will be liable to punishment under the rules.
11. In case of breach of the contract by the contractor, contract will be forfeited partly or fully as decided by the **Executive Director Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi**.

12. Any condition / clause of the Contract can be included / amended if required in the interest of the **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi with the mutual understanding of both parties.
13. Contractor shall have its own equipment required to maintain security. Equipment must be approved by the Authorized / Nominated Officer of **Shaheed Mohtarma Benazir Bhutto Institute of Trauma**, Karachi before commencement of contract.
14. The Contractor should not violate or allow his Staff to violate the rules of the Government of Sindh.
15. In case of violation of any rule the contractor may be fined and legal action will be initiated against him.
16. Contractor shall be responsible for his staff.
17. The Contract is for one year starting from the date of agreement and extendable for further two years on yearly basis, after the approval from Competent Authority of SMBBIT, Karachi.
18. Document(s) for Evaluation of Services must be paged / flagged by the bidders.
19. Payment will be made on monthly basis subject to satisfactory report from concerned offices or through an inspection committee.
20. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
21. Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
22. Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value (Rs.100).
23. Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor; was false and materially inaccurate or incomplete at any stage.
24. 20% of the due Sindh Sales Tax (if applicable) will be deducted from the bill of the Contractors / Suppliers while remaining 80% will be deposited by the Contractors / Suppliers themselves.
25. Conditional tender and tender without bid security shall not be considered.
26. GST / Income Tax & SRB Certificates must be accompanied with tender.
27. The Procuring Agency may reject all or any bid at any time prior to the acceptance of a bid or proposals, subject to the relevant provision of SPP Rules, 2010 (Amended till date)
28. No tender will be entertained without bid security. The bid security will be forfeited to Government Treasury, in case of non-submission of performance security within seven (7) Days of receipt of the Letter of Acceptance.

29. If the contractor fails to give services within the stipulated period, liquidity charges will be imposed.
30. The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees 10 million in case of goods and 2.5 million in case of services. Failure to sign such Integrity Pact shall make the bidder non-responsive.
31. If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Bidding Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in Bidding Data. Once the maximum is reached, the Procuring agency may consider termination of the Contract.

32. REJECTION / ACCEPTANCE OF BID

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

33 PROCESS TO BE CONFIDENTIAL

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

34 COMPLIANCE CERTIFICATE

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

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached)

Full Address _____

Rubber Stamp _____

MANDATORY EVALUATION CRITERIA

S.#	MANDATORY REQUIREMENTS	YES	NO
01.	Compliance of Terms & Conditions / Instructions mentioned in the SBD. 1. Attached authorized person CNIC copy. 2. Signed & stamped each and every page of Terms & Condition & all bidding documents. (If compliance of above points not found offer will be rejected).		
02.	Copy of Valid Registration P.E.C. Certificate (Where applicable).		
03.	Relevant experience of last three years (documentary evidence must be provided).		
04.	Company Profile including detail of Infrastructure, staff with contact Nos. List of Equipment's and contact details of the Offices/branches available with address.		
05.	Valid Sindh Sales Tax / Sindh Board of Revenue Certificate (Copy must be attached).		
06.	Should be registered with Income Tax Department (Copy must be attached).		
07.	Valid Copy of Professional Tax 2022-23 (Certificate must be attached).		
08.	Copy of Financial year Paid Tax Return (Last 3 years) documentary evidence must be provided.		
09.	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and litigated by any institute of Federal, Provincial Government or any Department / Agency / Organization / autonomous body or Private Sector Organization anywhere in Pakistan (As per attached sample).		
10.	Bidder already providing same services at SMBB-IT should obtain & attach a satisfactory Performance certificate from competent authority. (For the financial year in which the bidder last provided its services)		

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

TECHNICAL EVALUATION CRITERIA
(MARKING)

BID EVALUATION CRITERIA:

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

S. #	Evaluation Parameters/Sub-parameters	Maximum Points.
1	Experience in Handling Lift / Elevators Service contract throughout Pakistan	Max. 20
1.1	Established during 2010 or early	20
1.2	Established during 2011-2015	10
1.3	Established during 2016- 2020	15
2	Relevant Experience Documentary proof (copies of contract or Purchase Orders) should be furnished. if no valid attachment is provided then no marks	Max.20
2.1	Experience of providing CSSD Equipment Maintenance services more than or equal to 10 years.	20
2.2	Experience of providing CSSD Equipment Maintenance Services equal to or more than 5 years but less than 10 years.	10
3	Workshop for repair & Maintenance works with trained engineers.	Max.10
3.1	Workshop with trained minimum 5 engineers from OEM. (02 point for each) Max. 10 Points	10
3.2	Workshop with trained minimum 3 engineers. (02 point for each) Max. 6 Points	6
4	Average Annual Turnover during the last 03 fiscal years	Max. 20
4.1	Above PKR 20 million	20
4.2	Above PKR 10 million	15
4.3	Above PKR 05 million	10
5	Client's Satisfactory Performance Certificate issued during the last 5 years by any Public Sector Organization OR any Private Sector Large National / Multi-National organizations. (Please provide satisfactory performance letter / certificate issued during the last 5 years)	Max. 30
5.1	Above 15 Clients	30
5.2	Above 10 Clients	20
5.3	Above 05 Clients	10
Total Points		100

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

**REPAIR, MAINTENANCE & SERVICING (WITH CONSUMABLES) OF
CENTRAL STERILE SUPPLY SYSTEM ON FRAMEWORK CONTRACT
BASIS TENDER REF. # PROC/SMBBIT/(R&M-03/2023-24.**

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 at CSSD.

DETAILS OF EQUIPMENT:

S.#	Equipment & Make	Model #	Serial #	Quantity
1	GETINGE Steam Sterilizer	S6613-ER2	2111188-090-01	1
2	GETINGE Steam Sterilizer	HS6613-ER2	2111188-010-01	1
3	GETINGE Steam Sterilizer with LTSF Formaldehyde	HS6613-ER2	2111188-020-01	1
4	GETINGE WASHER DISINFECTOR	46-5-303	W50037078	1
5	GETINGE WASHER DISINFECTOR	46-5-303	W50037064	1
6	GETINGE DRYER	A-363	WS50036365	1
7	GETINGE DRYER	A-363	WS500s36366	1

SCOPE OF WORK

A. Servicing & Maintenance with Consumables & Parts;

1. Bidder will carry out Quarterly Preventive Maintenance (PPM) and Calibration (or as required in Preventive maintenance as per manual). The PPM will be carried out as per instructions given by Original Equipment Manufacturer (OEM) including with below mentioned
 - 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 provide lubrications and all material including installation software required for the servicing & maintenance of above mentioned equipment.
3. Bidder will also be required to carry out necessary repairs, within the scope of this SBD and as and when required by the Procuring Agency. Furthermore, Bidder shall provide support to operating staff of the “Equipment”; as and when considered necessary by the Procuring Agency.

4. Bidder should submit the service report to the Deputy Manager Bio-Medical department along with checklist duly completed in all respects after successful completion of each PPM & Calibration for verification and signatures by all concerned.
5. Bidder should provide proper plan of PPM and Calibration of CSSD Equipment from the date of contract starts.
6. Bidder must have complete range of Calibrator, Tester (Tools) for above mentioned Equipment, which will be verified by our Bio-Medical Engineer (mandatory).
7. Bidder will deploy only those biomedical / electronic engineers (at least 2) who have the required valid certificate of training till date from the manufacturer of installed machinery [certification will be verified by Deputy Manager Biomedical Engineering Department], and also share the complete list so only those engineers / technicians will carried out work on said equipment's.
8. Bidders are required to visit at CSSD department before submission of their bid and have complete data of functional and nonfunctional equipment and repair them accordingly as per contract criteria.
9. Bidder will provide all replaced parts warranty in writing.
10. Bidder should share the operating manual, service manual and parts list with operating and service password to our biomedical engineering department and it's mandatory.
11. 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

B. Trouble Shooters:

1. Bidder shall provide a fully qualified engineer & technical staff [as per point #7 of section A] to carry out the obligations under this contract. Such engineer or technologist or technical staff shall respond to service calls immediately on 24/7 basis, incase 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/confirm defective part on site and submit defective part/s within.

C. Providing & Fixing of Spare Parts On Rate Contract Basis:

1. Bidder shall submit detailed part catalogue by Manufacturer for the items other than covered under warranty by the supplier of these machinery and equipment. Bidder will submit the list of parts to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the bidder.

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 provide alternate or backup of that part till the arrival of new parts.

D. General Conditions:

1. CSSD and Biomedical Department shall be informed of the visit of contractor / assigned staff and a log book shall be maintained duly signed by concerned department.
2. CSSD and Biomedical Department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
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 with successful bidder.
4. When 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 competent authority.
5. Engineer must visit to CSSD Department on every week (Mandatory)
6. Engineer must have to report technical department and after they will work a CSSD machines.
7. All major work carried out in morning to evening, no major works start in absence of technical department rest of complaints done on as per tender criteria

E. Financial Proposal:

S.#	Equipment & Make	Model #	Serial #	Quantity	Price Per Month with parts & Consumables	Total Amount Annual
1	GETINGE Steam Sterilizer	S6613-ER2	2111188-090-01	1		
2	GETINGE Steam Sterilizer	HS6613-ER2	2111188-010-01	1		
3	GETINGE Steam Sterilizer with LTSF Formaldehyde	HS6613-ER2	2111188-020-01	1		
4	GETINGE WASHER DISINFECTOR	46-5-303	W50037078	1		
5	GETINGE WASHER DISINFECTOR	46-5-303	W50037064	1		
6	GETINGE DRYER	A-363	WS50036365	1		
7	GETINGE DRYER	A-363	WS500s36366	1		
Total Amount (including all applicable federal / provincial taxes)						
Bid Security 5%						

BID LETTER FORM

From:
(Registered name and address of the bidder) To:
Executive Director,
SMBB Institute of Trauma, Karachi - 74200

Sir / Madam,
Having examined the bidding document and amendment thereon we the undersigned, offer to provide services / execute the works including in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your Tender call dated_____

Tender Title: _____

We undertake to provide services/execute the above project or it part assigned to us in conformity with the said bidding documents.

If our bid is accepted, we undertake to;

- 1) Provide services/execute the work according to the time schedule specified in the bid document,
- 2) Obtain the performance guarantee of bank in accordance with bid requirements for the due performance of the contract, and agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
- 3) We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place: _____
Signature

Bidder's
And seal.

Date: _____

CONTRACT AGREEMENT

Title of Project

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

BETWEEN

M/s.

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

AND

SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHI

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

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

AND

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

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

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Purchase order(s)/ Letter of Acceptance where applicable.
 - b. The completed Form of Bid along with Schedules to Bid.
 - c. Condition of Contract & Contract Data
 - d. The priced Scheduled of prices
 - e. The specifications

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The Contract Price of tender will be Rs: _____/Year;

6. That estimated cost of tender is on approximate basis and may vary in case of forced majeure or as per the demand of situation.

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

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

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

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

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

Guarantee No.:

Executed on:

Expiry
date:

[Letter by the Guarantor to the Employer]

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

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

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

Letter of Acceptance No. _____ Dated:

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the are e of the said Principal we, the Guarantor above named, are held and firmly bound unto the Additional Medical Superintendent, SBB Accident Emergency & Trauma Centre, Karachi (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the

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

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

Witness:

Guarantor (Bank)

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

Signature:

2. _____

Name:

(Name, Title, Signature & Seal)

Title:

AFFIDAVIT (on Judicial Stamp Paper)

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

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

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

Signatures with stamp Name: _____

Designation: _____

CNIC No. _____

For Messrs. [Name of Supplier]

INTEGRITY PACT

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

Contract Number: **NO.** **Dated:**
Contract Value: **Rs.**
Contract Title:

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

Without limiting the generality of the foregoing, **M/s.** _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, SBB Trauma Centre Karachi (PA), except that which has been expressly declared pursuant hereto. **M/s.** _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, **M/s.**

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

M/s.

Executive Director