

STANDARD BIDDING DOCUMENTS



GOVERNMENT OF SINDH

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

TENDER REF. # PROC/SMBBIT/(R&M-06)/2019-20

ROUGH COST ESTIMATE: 3 (M)

**Repair, Maintenance & Servicing (with consumables) of Central
Sterile Supply System on Framework Contract Basis**

At

SMBB Institute of Trauma , Karachi

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INSTRUCTIONS TO BIDDERS

1. Shaheed Mohtarma 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 Provider & Contractors for **Repair, Maintenance & Servicing (with consumables) of Central Sterile Supply System on Framework Contract Basis**, mentioned in Annexure **B. PROC/SMBBIT/(R&M-06)/2019-20**.
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 and responsibility and obtain all necessary information prior to submitting the Tender. Any detail/specification missing in the document should be obtained from Planning & Procurement Department before bidding. Once the Tender is submitted, it will be assumed that no further clarification was required.
4. 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.
5. 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.
6. 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.
7. 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.
8. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
9. 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.
10. 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.
11. 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.

12. Contractor who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement. Failing so, Procuring Agency may take necessary action against Contractor as deem fit.
13. 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.
14. Quantities of tender items are on estimated basis. They could vary according to the sanctioned amount as per discretion of Procurement Committee.

TERMS & CONDITIONS OF TENDER

- a) SMBB Institute of Trauma Karachi invites sealed bids on **Single Stage One Envelope Procedure** as per clause 46(1) of Sindh Public Procurement Rules 2010 (Amended till date) from Interested Bidders for **Repair, Maintenance & Servicing (with consumables) of Central Sterile Supply System on Framework Contract Basis**
- b) Tender Fee in shape of pay order in favor of “**Shaheed Mohtarma Benazir Bhutto Institute of Trauma Karachi**” must be attached; else the offer will be rejected.
- c) The Contractors / Suppliers / Manufacturers / Authorized Distributors 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)**” in the financial proposal.
- d) **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of Bank Guarantee at 5% of the Contract Value. The same will be released three month beyond the successful completion of contract period.
- e) Bid / offer will be evaluated as per criteria and the bid’s terms & conditions.
- f) If a discrepancy is found between the unit price and the total price; unit price would be considered as correct.
- g) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
- h) 0.35% of contract amount should be placed on contract agreement as stamp duty on stamp paper of value (Rs.100)
- i) The firm will be responsible for execution of **Repair, Maintenance & Servicing (with consumables) of Central Sterile Supply System on Framework Contract Basis** at consignee address. (SMBB Institute of Trauma Karachi (If it fails the Security Deposit will be forfeited).
- j) Procurement Agency Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by him/her concerning his/her qualification and professional, technical, financial, legal, or managerial competence as contractor was false and materially inaccurate or incomplete at any stage.
- k) 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.
- l) 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.
- m) Conditional tender and tender without bid security shall not be considered.
- n) GST / Income Tax Certificate must be accompanied with tender.
- o) 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).
- p) Bids shall remain valid for 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
- q) No tender will be entertained without Bid Security. The same will be forfeited to Government Treasury, in case of non-submission of Performance security within seven (7) days of receipt of the offer letter.

- r) Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
- s) If the Contractor fails to execute within the stipulated period, liquidity charges will be imposed.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

(CNIC NO _____ (Copy must be attached).)

Full Address _____

Rubber Stamp _____

BIDDING DATA

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	:	2% of total bid value
Last date of Selling of Bid	:	As mentioned in NIT
Date of Submission of Bid	:	As mentioned in NIT
Place for Submission	:	13th Floor of SMBBIT Procurement Department
Date of Opening of Bid	:	As mentioned in NIT
Place of Opening	:	12th Floor of SMBBIT Seminar Hall
Performance Security	:	5% of the Contract Value
Language of Bid	:	English
Bid Price	:	PKR
Advance Payment	:	No Advance Payment will be allowed
Period of Completion	:	Financial Year 2019-20
Liquidity Damages	:	0.03% of the bid price per day after the period of Completion up to 10% maximum depends upon the damages done due to non-supply.
Inspection Authority	:	Nominated Inspection Committee
Inspection Place	:	Store of SMBB Institute of Trauma
Place of Delivery	:	Store of SMBB Institute of Trauma

**CRITERIA FOR EVALUATION OF RATE RUNNING CONTRACT FOR REPAIR,
MAINTENANCE & SERVICING (WITH CONSUMABLES) OF CENTRAL STERILE
SUPPLY SYSTEM ON FRAMEWORK CONTRACT BASIS AT SMBB INSTITUTE OF
TRAUMA KARACHI**

Mandatory Requirements:

- Should comply Terms & Conditions of the Standard Bidding Documents.
- Should be registered with Income Tax Department (NTN should be attached).
- Should be registered with Sindh Revenue Board (SRTN Certificates should be attached).
- Relevant experience of last three years (attached Supply orders).
- Turnover of at least three years (3 million)
- Bank Certificate / Statement for last three years should be attached.
- Copy of Registration certificate with SESSI.
- Copy of Registration certificate with EOBI.
- Bidders providing services at SMBBIT will obtain & submit Satisfactory Performance Certificate from competent authority along with technical proposal.
- 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.

Note: **The offer will not be entertained / Rejected if the required documents are not found attached.**

S. #	Evaluation Criteria	Marks
1.	Company Profile (will be marked according to the profiles of competitors after comparison) In Business Five Years= 15 Below Five Years = 10	15
2.	List of Machinery Equipment / Tools which will be utilized by the Contractor to carry out desired operations.	15
3.	Maintenance Service Plan (activities perform on daily / weekly / monthly basis etc. for Periodic Preventive Maintenance-PPM.)	25
4.	Should have experience of running and maintenance of CSSD system in Healthcare Industry (preferably GETINGE equipment & machinery hospitals / pharmaceutical plant). 15 marks for each	45
Total		100

Qualifying marks – 70 marks

**BILL OF QUANTITIES FOR
REPAIR, MAINTENANCE & SERVICING (WITH CONSUMABLES) OF CENTRAL STERILE SUPPLY
SYSTEM ON FRAMEWORK CONTRACT BASIS AT 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 at CSSD of this Institute.

DETAILS OF EQUIPMENT:

Section A:

S#	MAKE	MODEL	Quantity
01	GETINGE	HS6613 ER2 (Steam Autoclave)	02
02	GETINGE	HS6613 ER2 (LTSF) (Steam Autoclave Formaldehyde)	01
03	GETINGE	WASHER DISINFECTOR 46-5	02

SCOPE OF WORK

A. Servicing & Maintenance with Consumables;

1. Bidder will carry out Quarterly Preventive Maintenance (PPM) and Calibration (or as required in Preventive maintenance 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 Bio-Medical department and In-charge CSSD 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 PM 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 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 one year warranty of all replaced parts.
10. The replaced parts should be delivered at Bio-Medical Department of SMBB Institute of Trauma.
11. 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.
12. 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:

- 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 on24/7 basis, incase deployed on call or immediately if available on floor, during the entire period of this contract.
- 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 Framework Contract Basis:

- 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 on “**Framework Contract Basis**” to maintain the same in good working condition. All parts which will become unserviceable shall be replaced by the bidder on approved contract rates. Replaced part/s shall become the absolute property of the Procuring Agency.

- 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
- However, if Procuring Agency desires it can arrange procurement of spare parts direct from Original Equipment Manufacturer-OEM or from the distributor.

D. General Conditions:

- 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.
- CSSD and Biomedical Department should always be informed in writing prior to undertaking any repair or PPM of the contractual equipment.
- 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.
- 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.
- Engineer must visit to SMBB Institute of Trauma a week (Mandatory)
- Engineer must have to report technical department and after they will work a CSSD machines.
- 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

Financial Proposal:

S.#	Particular	Qty.	Amount Per Month	Amount Per Six Month Total	Amount In Words
A	Servicing, Maintenance & Repair with consumables and troubleshooting	L/S			

B. Providing & Fixing of Spare Parts On Framework Contract Basis

I. GETINGE HSS66 Avanti Sterilizer spares parts

Serial no.	Part Description	Part number	Quantity	Unit Price
01	Door seal	579002801	01	
02	Pressure sensor	570267101	01	
03	CM01 board	570330101	01	
04	CPU board	570185101	01	
05	Relay	570331901	01	
06	Panel printer	570316401	01	
07	Operator panel Avanti	576850070	01	
08	Instrument	579060101	01	
09	Instrument	579060102	01	
10	Spring	466252305	01	
11	Reconditioning kit piston	460028572	01	
12	Pneumatic cylinder	570038401	01	
13	Limit switch	570072301	01	
14	Piston valve NO	570357802	01	
15	Solenoid valve	478923009	01	
16	Heat exchanger	561026601	01	
17	Steam trap	561210703	01	
18	Heat exchanger	6015964001	01	
19	Float valve	570193401	01	
20	Vacuum pump LEM-50	570038001	01	
21	Feed water pump	570086301	01	
22	IMPELLER Npy2051	570086306	01	
23	Immersion Heater	561026104	01	
24	Safety valve	463199912	01	
25	Glass tube with seals	570037070	01	
26	Kit level electrodes	563110671	01	
27	Overheat protection	570037901	01	
28	Sterile filter	470788801	01	
29	Piston valve	570110101	01	
30	Piston valve	570357801	01	
31	Needle	479761101	01	
32	Gasket	479761102	01	
33	Formalin valve	570038201	01	
34	Solenoid valve	570251503	01	
35	Solenoid valve	570251502	01	
36	Pressure control	570016802	01	
37	PT-100 120 mm drain	470802170	01	
38	Dual PT-100 sensor	570001501	01	
39	Pressure switch	469517303	01	
40	Pressure switch	469517302	01	
41	Safety valve	570015714	01	

Serial no.	Part Description	Part number	Quantity	Unit Price
42	AI board	570330401	01	
43	DO board	570330301	01	
44	DI board	570330201	01	
45	Relay	570331901	01	
46	Level relay	570350501	01	
47	Circuit breaker	570336606	01	
48	Circuit breaker	570335909	01	
49	Circuit breaker	570336607	01	
50	Circuit breaker	570336121	01	
51	Contacto	570297304	01	
52	Contacto	570297504	01	
53	EPROMs	570015904	03	

II. GETINGE 46-5 Spare Parts

Serial no.	Part Description	Part number	Quantity	Unit Price
01	Panel board, SS standard	5006191-00	01	
02	Panel board, CS	5006192-00	01	
03	Door seal	5016499-00	01	
04	Element 380-415VY/230VD	5008216-00	01	
05	Circulation Pump	5016964-00	01	
06	Drain pump	5003626-00	01	
07	Solenoid valve, single	5012511-00	01	
08	Check valve	5012255-00	01	
09	Temperature sensor	5008520-00	01	
10	Pressure switch	5018724-00	01	
11	Fan	5011650-00	01	
12	Filter	5011424-00	01	
13	Diff. pressure switch	5022525-75	01	
14	CPU/ Relay board	5004052-79	01	
15	Position switch	5010029-00	01	
16	Door lock motor 24V	5019866-00	01	
17	Magnetic sensor	4996947-00	01	
18	Expansion board	5006193-01	01	
19	Contacto	5014437-00	01	
20	Steam coil	5002837-00	01	
21	Temperature sensor	5008136-01	01	
22	Pump housing cover P 40-14/2	5010574-10	01	
23	Pump housing P 40-14 PPU	5010574-02	01	
24	O-ring 6.0X1.0 NITRIL	5010574-06	01	
25	O-ring plup 10.78 X 2.62 EPDM	5010574-08	01	
26	Mechanical seal assembly P 4	5010574-09	01	
27	O-ring 142.47X3.53 EP	4990967-00	01	
28	Flinger P 40 B rubber	5010574-12	01	
29	ImpellerP40"B" DY=108	5010574-20	01	

Serial no.	Part Description	Part number	Quantity	Unit Price
30	MCB	5021934-00	01	
31	Motor safety switch	501442800	01	
32	Motor safety switch 380-415 V	5014432-00	01	
33	Motor safety switch 380-415 V	5014430-00	01	
34	Shunt trip	5014435-00	01	
35	Thermostat	5016153-00	01	
36	Panel printer	570316401	01	

III. GETINGE Dryer S-363 spares part

Serial no.	Part Description	Part number	Quantity	Unit Price
01	Fan	4771142-00	01	
02	Element	4769078-00	01	
03	Overheating protector	4990857-00	01	
04	Rubber seal	4718192-00	01	
05	Electronic control	4990153-01	01	
06	Filter	4769369-00	01	
07	Micro switch	4772340-00	01	
08	Contactora	4994349-00	01	
09	Sensor	4718812-00	01	
10	Door seal	5024785-00	01	

IV. GETINGE Sealer GS54 spares part

Serial no.	Part Description	Part number	Quantity	Unit Price
01	Lower Heating Element	65090075	01	
02	Upper Heating Element	65090076	01	
03	Control Board	6541469	01	
04	PTFE strip for heating (70cm)	44427032	01	
05	Pressure roller, upper, complete	44419016	01	
06	Pressure roller, lower	44425723	01	
07	Conveyor belt, short (1 piece)	44416004	01	
08	Conveyor belt, long (1 piece)	44416005	01	
09	Toothed belts for pressure roller	44416016	01	
10	Ball bearing	44415000	01	
11	Display board and panel		01	

V. Ultrasonic Cleaner spares part

Serial no.	Part Description	Part number	Quantity	Unit Price
01	Display card		01	
02	Control card		01	
03	Power supply		01	
04	Thermostat		01	
05	Ultrasonic sensor		01	

VI. Johnson & Johnson Sterrad 100 NX Sterilizer spares part

Sr. #.	Part Description	Part number	Quantity	Unit Price
01	Pinter, thermal	40-51465-001	01	
02	O-ring, Viton	22-00537-471	01	
03	Gear motor, right angle	42-52778-001	01	
04	AC distribution assembly	40-52312-001	01	
05	H2O2 delivery assembly	02-52302-0-001	01	
06	PCBA RFID	04-53067-0-001	01	
07	Valve, solenoid manifold mount	28-53786-001	01	
08	Needle, H2O2 transfer	06-52675-0-001	01	
09	Tubing, H2O2 delivery	27-53249-001	01	
10	Micro switch collector assembly	04-53759-0-001	01	
11	Vaporizer assembly	02-52303-0-001	01	
12	Thermistor assembly	47-53575-001	01	
13	Pressure transducer, 30 torr	86-52584-002	01	
14	Valve 3/8 dia orifice 24V	28-51428-002	01	
15	Vent valve assembly	02-52424-0-001	01	
16	Valve solenoid	28-52706-001	01	
17	HEPA filter	25-00473-001	01	
18	Pressure transducer 200 torr	86-52584-001	01	
19	Pressure switch	86-50542-001	01	
20	24 VDC power supply	40-53112-001	01	
21	ATX DC power supply	102468-01	01	
22	Assembly, vacuum pump and tray	03-53799-0-001	01	
23	Valve, vacuum control	D-100090	01	
24	Catalytic converter	25-05611-0-001	01	
25	Cartridge, oil mist filter, Solberg, 100NX	25-54624-001	01	
26	Valve, solenoid 24 VDC 2 position	28-51498-001	01	
27	Low frequency plasma system (LFPS II 500W)	40-52321-001	01	
28	UV lamp, power supply	101325-01	01	
29	UV lamp	40-52125-001	01	
30	H2O2 detector PWA	04-52140-0-001	01	
31	Sterrad 100NX PM Kit 1	05-53441-4-001	01	
32	Sterrad 100NX PM Kit 2	05-53441-4-001	01	

VII. Reverse Osmosis spare parts

Serial no.	Part Description	Part number	Quantity	Unit Price
01	Contactora		01	
02	Breaker		01	
03	EOCR		01	
04	Phase Failure		01	
05	Relay		01	
06	C.T		01	
07	Over Load		01	
08	Volt Meter		01	
09	Ampere Meter		01	
10	Pressure Switches		01	
11	Elbow 1''		01	
12	Elbow 2''		01	
13	Tee 1''		01	
14	Tee 2''		01	
15	Union 1''		01	
16	Union 2''		01	
17	Valve Socket 1''		01	
18	Valve Socket 2''		01	
19	Bush 1''		01	
20	Bush 2''		01	
21	RO Membrane		01	
22	Filters 20''		01	

Note: Any item which is not mentioned in this list will be procured on market competitive rate as and when required (if required bidder should add item in item list and quote the rate accordingly).

Note: 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

Signature of Contractor / Supplier: _____

Name of Firm with full Address: _____

E mail Address: _____

Ph. Office: _____ Fax: _____ Res: _____ Mobil: _____

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 the undersigned, offer to provide services to the works including in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated_____

Tender Title:

We undertake to provide services/execute the above project or it part assigned to us in conformity with the said bidding documents for an estimated sum of Rs._____ (Rupees - _____) (total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by SMBBIT or its user organization.

If our bid is accepted, we undertake to;

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

Place:

Date:

Bidder's signature
and seal.

CONTRACT FORM

THIS AGREEMENT made the Day of(year) Between the Procuring Agency (hereinafter “the SMBBIT”) of one part and(Name of Vendor) of(City and country of Vendor) (Hereinafter “the Supplier”) of the other part:

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

Date of tender call:

Tender Title:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

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

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

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

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

The SMBBIT hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Solutions, service or material	Quantity	Unit price	Amount	Remarks

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

Signed, sealed, delivered by _____ the (for the Procuring agency)

Signed, sealed, delivered by _____ the (for the Supplier)

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

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

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

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

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

Letter of Acceptance No. _____ Dated: _____

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