

Tender Fee – Rs. 2,000/=

STANDARD BIDDING DOCUMENTS



GOVERNMENT OF SINDH

SBB ACCIDENT EMERGENCY & TRAUMA CENTRE KARACHI

Tender Reference No:- AMS/SBB-TC/PROC/(R&M-04)/2018-19

TENDER TITLE:

**OPERATION, RUNNING, REPAIR AND MAINTENANCE OF ONSITE
OXYGEN GENERATION SYSTEM, AIR PLANT, VACUUM PLANT,
AGSS PLANT & MEDICAL GAS PIPE LINING SYSTEM WITH
CONSUMABLES FOR SBB TRAUMA CENTRE, KARACHI**

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INSTRUCTIONS TO BIDDERS

1. **Shaheed Benazir Bhutto Accident Emergency & Trauma Centre** invites sealed bids on **Single Stage Two Envelope Systems 46(2)** as per Sindh Public Procurement Rules 2010, (Amended till date) from service providers for “**Operation, Running, Repair and Maintenance of Onsite Oxygen Generation System, Air Plant, Vacuum Plant, AGSS Plant & Medical Gas Pipe Lining System with Consumables for SBB Trauma Centre, Karachi**”
Tender Reference No: AMS/SBB-TC/PROC/(R&M-04)/2018-19
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. Tender Fee in shape of pay order in favor of Additional Medical Superintendent / DDO, SBB Accident Emergency & Trauma Centre 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 **Addl. Medical Superintendent/ D.D.O., SBB. Accident Emergency & Trauma Centre Karachi** in the financial proposal. However copy of same should be attached in technical proposal without showing the amount.
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 or any bid or proposal at any time prior to the acceptance of a bid or proposal. Subject to relevant provision of SPP 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.

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. The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted, the following;
 - a. incidental costs
 - b. delivery schedule offered in the bid;
 - c. deviations in payment schedule
 - d. the cost of components, mandatory spare parts, and service
 - e. the availability of spare parts and after-sales services for the equipment offered in the bid;
 - f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
 - g. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
16. Contractor who will 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. GST / Income Tax Certificate must be accompanied with tender

21. 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.
22. Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
23. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
24. Bid should be dropped at Planning & Procurement Office,13th Floor, SBB Accident Emergency & Trauma Centre by mail or by hand in due course of time and the same will be opened at Seminar hall, 12th Floor, SBB Accident Emergency & Trauma Centre.
25. Registration from Sindh Revenue Board is not required in procurement of Goods.
26. The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rs. 10 million for goods & Rs. 2.5 million for services Failure to sign such Integrity Pact shall make the bidder non-responsive.

BIDDING DATA

Procuring Agency	:	SBB Accident Emergency & Trauma Centre
Address	:	Chand Bibi Road, Karachi
Name of Item	:	“Operation, Running, Repair and Maintenance of Onsite Oxygen Generation System, Air Plant, Vacuum Plant, AGSS Plant & Medical Gas Pipe Lining System with Consumables”
Bid Validity	:	90 Days
Bid Currency	:	PKR
Amount of Bid Security	:	5% of Total value of the quoted amount.
Last date of Selling of Bid	:	As per Notice Inviting Tender (N.I.T)
Date of Submission of Bid	:	As per Notice Inviting Tender (N.I.T)
Date of Opening of Bid	:	As per Notice Inviting Tender (N.I.T)
Performance Security	:	5% of the Contract Value
Language of Bid	:	English
Bidding Procedure	:	Single Stage Two Envelope Procedure/ SPP rule 46(2)
Advance Payment	:	No Advance Payment
Period of Completion	:	One year from the date of Award of Contract & Extendable for further two years on yearly basis

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 in favor of **Additional Medical Superintendent/ D.D.O., SBB Accident Emergency & Trauma Centre, 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 SBB Accident Emergency & Trauma Centre, 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 Deputy Medical Superintendent SBB Accident Emergency & Trauma Centre, Karachi. If contractor is not satisfied with the decision of the Deputy Medical Superintendent SBB Accident Emergency & Trauma Centre, Karachi then he has the right to approach the Addl. Medical Superintendent SBB Accident Emergency & Trauma Centre, Karachi. The decision of the Addl. Medical Superintendent SBB Accident Emergency & Trauma Centre, Karachi will be final.
8. In case of any dispute, decision of the Addl. Medical Superintendent SBB Accident Emergency & Trauma Centre, Karachi shall be final and contractor will not challenge the decision in the Court of Law.
9. The Addl. Medical Superintendent SBB Accident Emergency & Trauma Centre, 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 SBB Accident Emergency & Trauma Centre, 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 Addl. Medical Superintendent SBB Accident Emergency & Trauma Centre, Karachi.
12. Any condition / clause of the Contract can be included / amended if required in the interest of the SBB Accident Emergency & Trauma Centre, Karachi with the mutual understanding of both parties.
13. Contractor shall have its own equipment required for Maintenance etc. Equipment must be approved by the Authorized Officer of SBB Accident Emergency & Trauma Centre, Karachi before commencement of contract.
14. The Contractor should not violate or allow his Staff to violate the rules of the Sindh Government.
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 – SBB Accident Emergency & Trauma Centre Karachi.
18. Document(s) for Evaluation of Maintenance 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. Each bid shall comprise Single Stage Two Envelope containing the required information.
21. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
22. Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
23. Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value (Rs.100).
24. 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.

25. 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.
26. Conditional tender and tender without bid security shall not be considered.
27. GST / Income Tax & SRB Certificates must be accompanied with tender.
28. 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)
29. 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.
30. If the contractor fails to give services within the stipulated period, liquidity charges will be imposed.
31. 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.
32. 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.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached).)

Full Address _____

Rubber Stamp _____

TECHNICAL EVALUATION CRITERIA
(MANDATORY)

S.#	MANDATORY REQUIREMENTS	YES	NO
01.	Should comply with Terms & Conditions of the Standard Bidding Documents.		
02.	Should have valid Electrical License issued by the Government of Sindh (Copy must be attached)		
03.	Copy of Sindh Sales Tax / Sindh Board of Revenue.		
04.	Copy of Registration Certificate with EOBI.		
05.	Copy of Registration Certificate with SESSI.		
06.	Should be registered with Income Tax Department (NTN Certificate must be attached).		
07.	Copy of Professional Tax 2018-19 (Certificate must be attached).		
08.	Recent Bank Certificate / Bank Statement regarding financial soundness of the firm to do business up till PKR 20 Million.		
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 SBB-TC should obtain & attach a satisfactory performance certificate from competent authority. (for the financial year in which the bidder last provided its services).		
11.	Copy of the Pay order / Bank Draft of Bid security / Earnest money should be attached without showing the amount along with technical bid document. (Original bid security should be attached with financial proposal).		

Note:

1. Bidders NOT complying with any of the above eligibility pre-requisites would be disqualified. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.
2. Preference will be given to Manufacturer Authorized Service Provider.

TECHNICAL EVALUATION CRITERIA
(MARKING)

S.#	Requirements	Marks
1.	Number of years in relevant business; a. Above 8 years = 40 Marks b. 6 years up till 8 years = 30 Marks c. 3 years up till 5 years = 20 Marks (Attach Company Registration Documents/ company profile)	40
2.	Relevant Experience (preferably in healthcare industry); a. Above 8 years = 30 Marks b. 6 years up till 8 years = 20 Marks c. 3 years up till 5 years = 15 Marks (Attach Work Orders / Contract Agreements / Completion Certificates)	30
3.	Financial Capability: Average Financial Turnover a. Above Rs. 60 million = 30 Marks b. Above Rs. 30 million up till Rs. 60 million = 20 Marks c. Above Rs. 15 million up till Rs. 30 Million = 15 Marks (Attach Bank Statement)	30
Total		100

Qualifying Marks: 50 and at least 50% marks in each category.

- Financial proposal must be submitted on company letter head duly signed and stamped. Bidder is required to type total amount of their offer in figure and as well as in words; else the offer would be rejected.
- The technical evaluation carried out by the Procurement Committee, SBB Accident Emergency & Trauma Centre, Karachi will be final.

SCOPE OF WORK / SCHEDULE OF REQUIREMENTS**“OPERATION, RUNNING, REPAIR AND MAINTENANCE OF
ONSITE OXYGEN GENERATION SYSTEM, AIR PLANT, VACUUM
PLANT, AGSS PLANT & MEDICAL GAS PIPE LINING SYSTEM
WITH CONSUMABLES FOR SBB TRAUMA CENTRE, KARACHI”**

S #	Description of Staff	Qty	Qualification	Experience	Rate Per Staff/ Month (In Rupees)	Rate Total Staff /Month (In Rupees)	Rate Total Staff /Year (In Rupees)
A) Detail of Staff							
1.	Oxygen Plant Engineer/Manager	1	B.E. in Electrical/ Mechanical/Bio Medical	05 years of relevant experience			
2.	Shift Supervisors	2	Diploma in relevant field	05 years of relevant experience			
3.	Technicians	4	Diploma in relevant field	03 years of relevant experience			
4.	Assistant Technician	8	Diploma in relevant field	01- 02 years of relevant experience			
Total (A)							

Note:

- All staff would be interviewed and selected by the consent of competent authority after verification of their relevant documents (Qualification and Experience).
- Contractor should be attached CV, Academic documents and Experience certificates. (According to above mentioned criteria)
- Amounts must be submitted only in financial proposal and not appear in technical proposal, else the offer will be rejected.**

Description	Rate / Month (In Rupees)	Rate/ Year (In Rupees)
B) Cost of Consumables Parts and Accessories (Including all taxes)		
Total (B)		

Note:

Amounts must be submitted only in financial proposal and not appear in technical proposal, else the offer will be rejected.

Summary	Total Monthly	Total Yearly
Total (A)		
Total (B)		
Grand Total		

Scope of Work:

1. Safety inspection of Mechanical and Electrical Configuration on every week.
2. Check of all units for overall performance on every week.
3. Service and maintenance work which is required as consequences of the use of any force or influence of water, fire, heat, cold, dampness, ionization or etc.
4. Service and maintenance work which is required as the consequences of improper operations or mishandling prescribed in the operating instructions from the behalf of bidder, respectively such reason as may cause supplementary service and maintenance requirement beyond regular service intervals.
5. Contractor will be required to carry out all following type of Maintenance;
 - (i) PM (Preventive Maintenance)
 - (ii) PdM (Predictive Maintenance)
 - (iii) CM (Corrective Maintenance)
 - (iv) SiM (Situational Maintenance)
6. The task will be accomplished during inspection, such as preventive maintenance, cleaning and lubrication, improper fitting, lose fitting or etc.
7. Ensure that operation and preventive maintenance of each unit will be carried out on daily basis.

Bidders need to required complete operation & preventive maintenance services of the following equipment, allied accessories and any other required;

S #	Description of Items
1	<p>MEDICAL AIR PLANT QUADPLEX HAVING THE CAPACITY OF 5400LPM</p> <p>Description: Oil Free Piston based Compressors X 4 (Each 3 head, total 12 head) Manufacturer: HITACHI Air Filters X 12 500 Air outlets Vibration Mount Manufacturer: Precision Medical Switch and control Panel Manufacturer: Precision Medical Compressed air tanks/vessels X 2 Capacity 1350 L/each Air Treatment/Refrigeration X 2 Manufacturer: FIRULAIR Induction Motors X 4 Manufacturer: Western Electric Pty Ltd.</p>
2	<p>VACUUM PLANT DUPLEX OFFERING THE CAPACITY OF 1380 LPM</p> <p>Description: Lubricated rotary vane vacuum pumps X 4 Manufacturer: EVISA 400 Valve controls System X 4 Manufacturer: VAPLES Anti-Vibration Mount Switch and control board Manufacturer: G.Samaras S.A. Negative Pressure vessels/tanks X 6 Induction Motors X 4 Manufacturer: Leroy Somers</p>

S #	Description of Items
3	<p>2 BED PSA ONSITE OXYGEN 99% GENERATOR SYSTEM WITH STAND BY UNIT AND DUAL AIR FEED UNIT</p> <p>Description: Oxygen Generator X 2 (2-Bed PSA, with zeolite) Manufacturer: RIF Air France D.O.M.: 2014 2 Bed PSA Chambers with Zeolite X 4 chambers Manufacturer: RIF Air France D.O.M.: 2014 OXYGEN RESERVOIR TANKS X 2(2000Liters) Manufacturer: X.PAUCHARD D.O.M. 13/11/2013 OXYGEN Distribution TANK X 1 (900Liters) Manufacturer: X.PAUCHARD D.O.M. 13/11/2013 OXYGEN SYSTEM Mounting Manufacturer: RIF Air (SKID Mount) Switch and control board Oxygen System X 2 Manufacturer: RIF Air D.O.M. 2014 OXYGEN Booster Oil-Less main outlet X 2 Manufacturer: HAUG (Switzerland) D.O.M. 2014 Induction Motors X 4 Manufacturer: Leroy Somers D.O.M. 2014</p>
4	<p>AIR FEED COMPRESSOR UNIT FOR 2 BED PSA OXYGEN GENERATOR SUPPLY SYSTEM</p> <p>Description: LARGE AIR FEED COMPRESSOR X 2 Manufacturer: Gardner and Denver (Germany) D.O.M.: 2014 AIR TREATMENT UNIT/DRYER X 2 Manufacturer: Donaldson D.O.M.: 18/12/13 AIR TREATMENT BACTERIAL FILTERS X 4 AIR RECEIVER/FEED TANKS X 2(3000Liters each) Manufacturer: X.PAUCHARD D.O.M. 21/11/2013</p>
5	<p>OXYGEN AND NITROUS CYLINDER MANIFOLDS WITH OXYGEN SWITCH OVER SYSTEMS</p> <p>Description: OXYGEN CYLINDER MANIFOLD (20 OUTLETS) Manufacturer: PRECISION MEDICAL NITROUS CYLINDER MANIFOLD (6 OUTLETS) Manufacturer: PRECISION MEDICAL</p>
6	<p>Bed Head Units – 400 plus</p>

Note: All parts including accessories, software, consumables and etc. whichever and whenever need for smooth functioning of all above mentioned, will be borne by contractor.

General Condition for Contract:

1. The contractor would be held on responsible if any injury or dead of patient caused by the decrease level of Oxygen percentage / purity level.
2. The contractor must notify by written notice to Bio-Medical Department, SBB Trauma Centre, Karachi prior to the making of replacement.
3. The Procuring Agency will provide an office to contractor for administrative purposes only and at easy contact location.
4. The detailed service report and log book of each unit should maintained as per manufacturer's manual (According to the ambient weather and cleanless condition) and submitted to the authorized representative of Procuring Agency on daily, weekly, Quarterly and Yearly basis. (should be tagged by sticker)
5. The Contractor shall provide duty rooster / work plan / complete details of staff (with assigned responsibilities) & their telephone numbers to the Competent Authority's nominated representative.
6. The Contractors should ensure all safety precautions for its staff.

7. The Contractor shall ensure on its part that its team is equipped with proper hand tools, Calibrated tools and any other required equipment.
8. The Contractor will provide uniforms, protective clothing and Identity Cards to each and every deployed staff.
9. Contractor will be responsible for any kind of accident, injuries, temporary and permanently disabilities of contractor's employees, Trauma employees and other person. Procuring Agency will impose penalty on the contractor.
10. Contractor must abide by child labor law.
11. The Contractor shall be responsible for the execution of minor repairs and adjustments related the activities, resulting from ordinary wear and tear.
12. Special work such as the modification of installations, the fitting of supplementary installations and other such services as may be requested by bidder but are not deemed to fall within the ambit of ordinary services.
13. All staff employed by contractor will mark their attendance on center's Biometric attendance system as per Rota.
14. The Contractor shall be required to depute the technical staff capable to handle the required operations. In addition, H/She will ensure to arrange on call Senior Engineer for rectification of faults going beyond capacity to deputed staff.
15. Bidder will provide complete functioning of Onsite Oxygen Generation System, Air Plant, Vacuum Plant, AGSS Plant & Medical Gas Pipe Lining System 24/7 without any delay.
16. Malfunctioning of Onsite Oxygen Generation System, Air Plant, Vacuum Plant, AGSS Plant & Medical Gas Pipe Lining System should be resolve on urgent basis.
17. If equipment is malfunctioning or not working properly then downtime period would start i.e. if machine remain out of order for more than one day then one & half day increase in contract of concerned equipment will be charged but if any parts 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 Day increases daily
Below 75%	3.5 Day increases daily
Below 50%	5 Day increases daily

18. Sales Tax, Income Tax and other Duties on spare parts and services shall be the responsibility of the Contractor. Deductions will be made according to government applicable rules.

Note: Amounts must be submitted only in financial proposal and not appear in technical proposal, else the offer will be rejected.

As required, following pay order/demand draft is enclosed on account of Bid Security:

No: _____ Dated: _____ drawn on _____

Bank _____

Signature of Contractor / Supplier: _____

Name of Firm with full Address: _____

Email Address: _____

Phone: Off. _____ Fax: _____ Res: _____ Mobile: _____

BID LETTER FORM

From:

(Registered name and address of the bidder)

To:

Addl. Medical Superintendent,
SBB Accident Emergency & Trauma Centre,
Karachi - 74200

Madam,

Having examined the bidding document and amendment thereon we the undersigned, offer to supply goods/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:_____

Bidder's signature
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 BENAZIR BHUTTO ACCIDENT EMERGENCY & TRAUMA CENTRE, KARACHI

A department under Government of Sindh, having its office at SBB Accident Emergency & Trauma Centre, Chand Bibi Road, Karachi Sindh, Pakistan hereinafter mentioned as "the Procuring Agency", 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 SBB Accident Emergency & Trauma Centre, Karachi and has necessary know how and staff in the respect.

AND

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

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

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Tender Enquiry referred to.
2. The Following documents after incorporating addenda, if any except these parts relating to Instruction to bidders, shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Purchase order(s)/ Letter of Acceptance where applicable.
 - b. The completed Form of Bid along with Schedules to Bid.
 - c. Condition of Contract & Contract Data
 - d. The priced Schedules of prices
 - e. The specifications
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. The Contract Price of tender will be Rs: xxxxxxx/Year;
 6. That estimated cost of tender is on approximate basis and may vary in case of forced majeure or as per the demand of situation.

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

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

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

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

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

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

Letter of Acceptance No. _____ Dated: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and 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 (here in after called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which 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:

(Bank)

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

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

Guarantor

Signature:

Name: _____
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]

