

STANDARD BIDDING DOCUMENTS



**GOVERNMENT OF SINDH
SHAHEED BENAZIR BHUTTO ACCIDENT EMERGENCY &
TRAUMA CENTRE KARACHI**

Tender Ref. # : AMS/SBB-TC/PROC/ (R&M-01) 2019-20

**Operation, Running, Repair and Maintenance
of
Telephone Exchange**

at

SBB Accident Emergency & Trauma Centre, Karachi

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INSTRUCTIONS TO BIDDERS

1. **Shaheed Benazir Bhutto Accident Emergency & Trauma Centre** 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 “**Operation, Running, Repair and Maintenance of Telephone Exchange Tender Reference No:- AMS/SBB-TC/PROC/(R&M-01)/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. **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.
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 as per the schedule defined under Bidding Data 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.

TERMS & CONDITIONS

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 Competent Authority - SBB Accident Emergency & Trauma Centre, Karachi. The decision of the Competent Authority - SBB Accident Emergency & Trauma Centre, Karachi will be final.
8. In case of any dispute, decision of the Competent Authority - SBB Accident Emergency & Trauma Centre, Karachi shall be final and contractor will not challenge the decision in the Court of Law.
9. The Competent Authority - 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 Competent Authority - 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. 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 procurement contracts, as specified by the regulations. 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.

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	:	SBB Accident Emergency & Trauma Centre
Address	:	Chand Bibi Road, Karachi
Name of Item	:	Operation, Running, Repair and Maintenance of Telephone Exchange
Bid Validity	:	90 Days
Amount of Bid Security	:	5% of Bid Quoted Price
Last date of Selling of Bid	:	As mentioned in NIT
Date of Submission of Bid	:	As mentioned in NIT
Date of Opening of Bid	:	As mentioned in NIT
Performance Security	:	5% of the Contract Value
Language of Bid	:	English
Bidding Procedure	:	Single Stage One Envelope Procedure/ SPP rule 46(1)
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, after the approval from Competent Authority – SBB Accident Emergency & Trauma Centre Karachi

(ANNEXURE – A)

**CRITERIA FOR EVALUATION OF OPERATION, RUNNING,
REPAIR AND MAINTENANCE OF TELEPHONE EXCHANGE
FOR SBB ACCIDENT, EMERGENCY & TRAUMA CENTRE,
KARACHI**

Mandatory Requirements:

S.#	MANDATORY REQUIREMENTS	YES	NO
01.	Should comply with Terms & Conditions / Instructions mentioned in the Standard Bidding Documents.		
02.	Should be registered with Income Tax Department (Copy of NTN Certificate must be attached).		
03.	Copy of Sindh Sales Tax / Sindh Board of Revenue . (Copy of SRB Certificate must be attached).		
04.	Copy of Professional Tax 2018-19 (Certificate must be attached).		
05.	Copy of Registration Certificate with EOBI . (Certificate must be attached).		
06.	Copy of Registration Certificate with SESSI . (Certificate must be attached).		
07.	Relevant experience of last three years (attach purchase orders / Performance certificate).		
08.	Bank Certificate / Bank Statement for last three years regarding financial soundness of the firm to do business PKR 05 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.	Authorization Certificate from Manufacturer of existing PABX. (Certificate must be attached).		
11.	Submission of undertaking on legal valid and attested stamp paper that the bid prices shall not be in violation of minimum wages set by the Government of Pakistan .		
11.	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).		

Note: 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.

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

(ANNEXURE – B)

**SCOPE OF WORK / SCHEDULE OF REQUIREMENTS / BILL OF
QUANTITY
OPERATION, RUNNING, REPAIR AND MAINTENANCE OF TELEPHONE
EXCHANGE FOR SBB TRAUMA CENTRE, KARACHI**

A. Human Resources

S. #	Particulars	B.O.Q	Per Month Amount Offered	Per Year Amount Offered
1.	Engineer	1		
2.	Technician	4		
Total Amount Offered				

B. Maintenance and Running Services of The Telephone Exchange System Installed at 4th Floor

S. #	Description of Work	B.O.Q	Per Month Amount Offered	Per Year Amount Offered
1.	<p>Maintenance & Services of Telephone Exchange System installed at 4th Floor.</p> <p>To provide scheduled four times, per annum, preventive maintenance (PM) based on the specific needs of the Equipment.</p> <ul style="list-style-type: none">• Daily routine configuration of IP Phones and analog phones, if on demand changing the location and assigning the user privileges.• CO Trunk status to ensure the incoming and outgoing services.• Coordination with NTC to rectify the far end issues.• System health checks.• Communication system/Telephone exchange firmware upgrades.• Maintain the VoIP services throughout the network.• Maintain and troubleshoot the Operation soft console application.• Maintain and troubleshoot the dedicated voice switches.• Maintain a voice racks with standard labeling and tagging.• Make sure the connectivity of end points with voice patch panels via communication servers to provide a smooth voice communication between the users.• To network is operational• Approval of phone set type, monthly port charge and date activation• IP telephone firmware (Software updates) are managed centrally to ensure compatibility with the Telephone services.	1 Job		

<ul style="list-style-type: none"> • Repair of Faulty cards like TN circuits pack including (CO Trunk, PRI Card, and Analog Cards IP), condition applies as if it can be repaired. Otherwise replacement cost is the customer's responsibility. • Responsible for all voice data security via passwords restriction. • Manage and configure MDF's to maintain ongoing voice TDM Operations. • Repair and troubleshoot the MDF tag blocks and strips ports. • Responsible for the TDM connectivity between CHK and Trauma Centre • Responsible of maintaining around 500 users with soft operator's consoles and also managing the cabling infrastructure. 			
Total Amount Offered			

Subsequent Year's price increase of offered Services (in terms of percentage), in case contract is renewed	
2nd Year	_____ % (percent) Escalation in first year's price
3rd Year	_____ % (percent) Escalation in second year's price

Rate Contract:

Contractor will replace faulty telephone sets as per the following price schedule as and when required.

S.#	Item Description	Unit Price
01.	Telephone set with CLI facility (as per Trauma Centers existing sets)	
02.	Telephone set with-out CLI facility (as per Trauma Centers existing sets)	

Note:

1. The contractor will ensure that the telephone set are replaced only when it is considered essential and approved by the Competent Authority. Maximum care should be taken to repair the old telephone set for re-use. New telephone set should only be substituted when the old telephone set cannot be satisfactorily repaired. The old replaced telephone set will be returned to the Competent Authority's nominated representative.
2. Telephone set being replaced must be brand new and original.
3. 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.

Scope of Work:

Service Contents:

- On-site Preventive maintenance
- Mean time to respond major fault= 2 hours
- Mean time to respond Minor Failure= Next Business day

Major Fault Mean one or more of the following:

- Unscheduled total system failure (whereby all functionality of the system is unavailable and there is repeated failure to reboot for any reasons)
- 10% or more of the trunks and/or station supported by the system are out of services
- 08% or more of the system's links or components are out of service
- Damage to the equipment's power supply unit

For Major Failure:

- Up to four (4) hours of remote support to log on remotely to the supported products
- 6-8 hours for on-site support to arrive to the station

General Conditions:

1. Provide services at all time (24/7).
2. Engineer will provide 24/7 support to this centre as and when required.
3. Contractor will ensure confidentiality in the execution of services.
4. Frequent updates on regular, preventive and emergency plans and procedure with Procuring Agency.
5. Contractor shall ensure to post the Maintenance Staff as per the Tender Documents submitted by them for SBB Accident Emergency & Trauma Centre, Karachi.
6. Monthly Bill against Contractor services will be submitted to the Competent Authority - SBB Accident Emergency & Trauma Centre, Karachi along with the invoice on first of every succeeding month who will process the bills within 2/3 days and submit the bills through Authorized Officer / Official to the Accounts Department by 5th of same month.
7. In case of any dispute between Maintenance Staff / Workers with the Contractors the matter shall be referred to the Procuring Agency for arbitration whose decision shall be final. Contractor shall provide duty roster of its Staff accordingly to the Procuring Agency on monthly basis.
8. Contractor will be bound to provide uniform (approved by the competent authority SMBB Trauma Centre) to their staff and ensure that the staff wears neat and clean uniform. In case of violation fine will be imposed by the Competent Authority - or Authorized Officer, which will be at least Rs. 500/- per employee per day.
9. It is mandatory for all maintenance staff to wear I.D Card of company all the time.
10. Staff involved in immoral/undesirable activities will not be allowed to serve in the SBB Accident Emergency & Trauma Centre, Karachi.
11. Contractor will be bound to change the Staffs who are unwanted by the Procuring Agency immediately.
12. The Staff will work according to mutually agreed time table issued by the Authorized Officer / Competent Authority -SBB Accident Emergency & Trauma Centre, Karachi.

13. Contractor has to assure the following;
 - i. Basic Human Rights will not be violated.
 - ii. To provide the sanctioned strength of Maintenance Staff and operator at all-time even on holiday.
 - iii. Child labor is strictly prohibited.
 - iv. To follow Labor Laws prevailing in Province of Sindh.
 - v. Minimum wage rates should be paid to employee along with contribution of SESSI & EOBI.
 - vi. Contractor will not hire a staff having a habit of chewing, gutka, manpuri etc
14. In case of any complaint or observation conveyed to the contractor or their supervisor by AMS SBB Accident Emergency & Trauma Centre, Karachi or the officer authorized, the contractor will report the steps taken in order to rectify those observations in writing within stipulated time.
15. Contractor will ensure uninterrupted services under all circumstances, without any complaints being referred to the management.

Note:

- The offer will not be considered without signature & Stamp of the contractor.

Signature of

Contractor / Supplier

Name : _____

Designation : _____

C.N.I.C # : _____

Address : _____

Stamp : _____

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 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 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 SBB Accident Emergency & Trauma Centre, 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)

INTEGRITY PACT

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

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

Dated:

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.

Additional Medical Superintendent

**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 defence 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:

1. _____
Guarantor (Bank)

(Name, Title, Signature & Seal)

2. _____

(Name, Title, Signature & Seal)

Signature: _____

Name: _____

Title: _____

AFFIDAVIT (on Judicial Stamp Paper)

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

1. 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]