

**STANDARD BIDDING DOCUMENTS**



**GOVERNMENT OF SINDH**

**SBB ACCIDENT EMERGENCY & TRAUMA CENTRE KARACHI**

**Contract No:- AMS/SBB-TC/PROC/(INST-01) 2018-19**

**ROUGH COST ESTIMATED: 42 M**

**Supply of Orthopaedic Implants / Disposables**

**for**

**SBB Accident, Emergency & Trauma Centre, Karachi**

## **TABLE OF CONTENT**

<b>S.#</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
<b>1.</b>	<b>TITLE</b>	<b>01</b>
<b>2.</b>	<b>TABLE OF CONTENT</b>	<b>02</b>
<b>3.</b>	<b>INSTRUCTIONS TO BIDDERS</b>	<b>03-04</b>
<b>4.</b>	<b>BIDDING DATA</b>	<b>05</b>
<b>5.</b>	<b>TERMS &amp; CONDITIONS OF TENDER</b>	<b>06 – 07</b>
<b>6.</b>	<b>BID EVALUATION CRITERIA (ANNEXURE-A)</b>	<b>08</b>
<b>7.</b>	<b>SCOPE OF WORK / SCHEDULE OF REQUIREMENTS (ANNEXURE-B)</b>	<b>09 – 12</b>
<b>8.</b>	<b>BID LETTER FORM</b>	<b>13</b>
<b>9.</b>	<b>FORM OF AGREEMENT</b>	<b>14 – 15</b>
<b>10.</b>	<b>PERFORMANCE SECURITY FORM</b>	<b>16 – 17</b>
<b>11.</b>	<b>AFFIDAVIT</b>	<b>18</b>
<b>12.</b>	<b>INTEGRITY PACT</b>	<b>19</b>

# **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 Manufacturers/Importers/Sole Agents/ Distributors for ***Supply of Orthopaedic Implants / Disposables. Reference No:- AMS/SBB-TC/PROC/(INST-01) 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 2% of total estimated value of the quoted items with bid as **BID SECURITY** 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 the 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. Contractor who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
16. No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
17. The bid security will be forfeited to the Government, if the bidder withdraws his bid after opening and before the expiry of the bid validity period or fails to sign the contract in stipulated time if the bid is accepted.
18. Conditional tender and tender without bid security shall not be considered.
19. GST / Income Tax Certificate must be accompanied with tender
20. Bids shall remain valid for a period of 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
21. Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.
22. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
23. Bid should be dropped at Planning & Procurement Office, 13<sup>th</sup> Floor, SBB Accident Emergency & Trauma Centre by mail or by hand in due course of time and the same will be opened at Board Room, 13<sup>th</sup> Floor, Admin Block, SBB Accident Emergency & Trauma Centre.
24. Registration from Sindh Revenue Board is not required in procurement of Goods.
25. Any item that gets approved under CPC list (issued by Health Department, Government of Sindh) will stand cancelled from this tender.

## **BIDDING DATA**

Procuring Agency	:	SBB Accident Emergency & Trauma Centre
Address	:	Chand Bibi Road, Karachi
Name of Item	:	<b>Supply of Orthopaedic Implants / Disposables</b>
Bid Validity	:	90 Days
Amount of Bid Security	:	2% of Bid Quoted Price
Last date of Selling of Bid	:	30-11-2018 till 4:00 p.m.
Date of Submission of Bid	:	1-12-2018 from 09:00 a.m. to 11:00 a.m.
Date of Opening of Bid	:	1-12-2018 at 11:30 a.m.
Performance Security	:	2% 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	:	Within three months of the award of tender OR with mutual understanding from store of SBB Trauma Centre.
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.
Required Item Quality	:	All items will be procured on quality / approved Sample basis hence sample should accompany Brochures should also be attached where applicable.
Place of Delivery	:	Store of SBB Accident, Emergency & Trauma Centre

# **TERMS & CONDITIONS OF TENDER**

- a) SBB Accident Emergency & Trauma Centre invites sealed bids on **Single Stage Two Envelope Procedure** as per clause 46(2) of Sindh Public Procurement Rules 2010 (Amended till date) from Interested Bidders for **“Supply of Orthopaedic Implants / Disposables.”**
- b) **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Pay Order / Demand Draft or Bank Guarantee at 2% of the Contract Value in favor of **Addl. 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.
- c) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax
- d) 0.35% of ordered amount should be placed on contract agreement as stamp duty on stamp paper of value (Rs.100).
- e) The firm will be responsible for **“Supply of Orthopaedic Implants / Disposables.”** at consignee address. (SBB Accident Emergency & Trauma Centre Karachi (If it fails the Security Deposit will be forfeited).
- f) Procurement Committee shall disqualify a contractor, whether pre-qualified or not, if it finds at any time, that the information submitted by bidder concerning his qualification and professional, technical, financial, legal, or managerial competence as contractor was false and materially inaccurate or incomplete at any stage.
- g) The Procuring agency reserves the right at the time of contract award to decrease the items / quantities of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- h) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- i) 20% of the due Sindh Sales Tax (if applicable) will be deducted from the bill of the Contractors / Suppliers while remaining 80% will be deposited by the Contractors / Suppliers themselves.
- j) Prices quoted shall remain valid up to 30<sup>th</sup> June 2019.
- k) No tender will be entertained without Bid Security which will be forfeited to Government Treasury, in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.
- l) Quantities of tender items are on estimated basis and could vary according to the amount sanctioned and released by the finance department Government of Sindh and as per discretion of Procurement Committee.
- m) 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.

- n) The Bidder shall sign and stamp the Integrity Pact provided at Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million Failure to sign such Integrity Pact shall make the bidder non-responsive.
  
- o) 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 \_\_\_\_\_

**CRITERIA FOR EVALUATION OF BID****(Bidders are required to submit following documents in mentioned sequence)**

S.#	List of Documents	Yes	No
1.	Compliance of Terms & Conditions / Instructions mentioned in the SBD.		
2.	Relevant Experience with documentary proof (Last Three Years)		
3.	i) Registration with Income Tax – NTN Certificate ii) Copy of Professional Tax 2018-19		
4.	a) General Sales Tax (Mandatory) b) Sindh Sales Tax (if applicable) / Sindh Board of Revenue (Registration is not required in procurement of Goods)		
5.	Bank Certificate / Bank Statement regarding financial soundness (Last Three Years) of the firm to do business up till 40 Million.		
6.	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.(Sample is attached as Serial # 11 of Table of Content).		
7.	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).		
8.	Authorization / Distributors Certificates from Manufacturer where applicable		
9.	Sample of quoted item (Non-refundable)		
10.	Bidder already providing same services at SBB-TC should obtain & attach a satisfactory performance certificate from competent authority.		
11.	Certificate of Quality CE / FDA should be attached (where applicable).		

**NOTE:**

1. The offer will not be entertained if the required documents are not found attached.
2. Items will be procured on approved quality/ sample basis; hence bidders are required to submit sample along with bidding documents. Brochures should also be attached where applicable.
3. 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; else the offer will be rejected.
4. The technical evaluation carried out by the Procurement Committee, SBB Accident Emergency & Trauma Centre, Karachi will be final, which will be assessed on clinical experience basis of the Consultant(s) in the relevant specialty.
5. Specifications approved by the Consultant(s) in the relevant specialty will be considered by the Procurement Committee.



**SCHEDULE OF REQUIREMENT & PRICE FOR SBB ACCIDENT EMERGENCY & TRAUMA CENTRE KARACHI**

**Tender For “Supply of Orthopaedic Implants / Disposables”**  
**Reference No:- AMS/SBB-TC/PROC(INST-01)/2018-19**

S.No	Instruments	Required Quantity	Unit	Quoted	
				Yes	No
<b>A) Orthopaedic Implants</b>					
<b>1) Anatomical Locking Plates (Titanium, CE Marked or Equivalent)</b>					
1	Distal Radius Volar Locking plates (Right)	10			
2	Distal Radius Volar Locking plates (Left)	10			
3	Proximal ulna Locking plate	10			
4	Distal Humerus Lateral Locking plate	20			
5	Distal humerus Medial Locking plate	20			
6	Proximal Humerus locking plate	20			
7	Proximal femoral locking plate	15			
8	Distal Femoral Locking plate	50			
9	Proximal Tibia Locking plate lateral	10			
10	Proximal Tibia Locking plate medial	10			
11	Distal Tibia Locking plates (Medial)	10			
<b>Total</b>					
(i) Implants provider will be responsible to provide variable sizes, lengths, diameter, number of holes of specific implants either nail, plate or screws.					
(ii) Implant provider will be responsible to provide set of instruments, guide wires, locking screws of relevant sizes in box of screws and replaceable as used, also provide accessories required for procedure related to implants.					
(iii) Instrument set has to parked in Trauma Centre- Operating Room by provider.					
<b>2) Locking Plates LCP (Titanium, CE Marked or Equivalent)</b>					
1	Locking Plates broad	20			
2	Locking Plates Narrow	20			
3	Locking Plates Small	20			
<b>Total</b>					
<b>3) Plates (Titanium Imported / SSG or Equivalent)</b>					
1	Recon Plates (Curved)	25			
2	Recon Plates (Straight)	25			
3	Board D.C.P (All Range)	50			
4	Narrow D.C.P (All Range)	50			
5	Mini D.C.P (All Range)	50			
6	Trochanteric Stabilizing Plate	10			

7	Claws for Trochanter	5		
8	Claws for Patella	5		
<b>Total</b>				
<b>4) Intramedullary Nails (Titanium imported / SSG or Equivalent)</b>				
1	Tibia Interlocking Nails (titanium)	200		
2	Femur Interlocking Nails Ante grade (only titanium)	200		
3	Reconstruction Nail Femur (only titanium)	50		
4	Retrograde Nail Femur (only titanium)	10		
5	Flexible Intramedullary Nails (Ender / Nancy Nails) Titanium	50		
6	Proximal Femoral Nail (PFN) Long (only titanium)	75		
7	Proximal Femoral Nail (PFN) Short (only titanium)	50		
8	Rush Nails multiple length and size	50		
9	IM nail guide wires olive tip 2.5 mm <b>aosynthes or equivalent(ssg)</b>	20		
10	IM nail guide wire without olive tip 2.5mm (ssg)	20		
<b>Total</b>				
<p>(i) Implants provider will be responsible to provide variable sizes, lengths, diameter, number of holes of specific implants either nail, plate or screws.</p> <p>(ii) Implant provider will be responsible to provide set of instruments, guide wires, locking screws of relevant sizes in box of screws and replaceable as used, also provide accessories required for procedure related to implants.</p> <p>(iii) Every provider is responsible to provide the extraction kit of that particular system.</p> <p>(iv) If Recon and Ante Grade can be used on same nailing system also will provide screws and attachment for Recon mode.</p> <p>(v) Instrument set has to be parked in Trauma Centre-Operating Room.</p> <p>(vi) Extraction system also needs to be provided</p>				
<b>5) Screw and Washers for LCP (Titanium)</b>				
1	Cortical Screws 3.5 self-tapping	200		
2	Cortical Screws 4.5 self-tapping	200		
3	Locking Screws 3.5 self-tapping	200		
4	Locking Screws 5.0 self-tapping	200		
<b>Total</b>				
<b>6) Screw and Washers ( MED SSG)</b>				
1	Cortical Screws 3.5 mm	2000		
2	Cortical Screws 4.5 mm	2000		
3	Cancellous Bone Screw (full threaded) 6.5mm	1000		
4	Cancellous Bone Screw (Half Threaded) 6.5 mm	1000		
5	Cancellous Bone Screw (full threaded) 4.0mm	1000		
6	Cancellous Bone Screw (half threaded- 32) 4.0 mm	1000		
7	Cancellous Bone Screw (half threaded-16) 4.0 mm	1000		

8	Headless screws	200		
9	Washers metallic for Screws different sizes	300		
10	Cut Washers	200		
11	Spike Washers	100		
<b>Total</b>				
<b>7) Wires and Pins (SSG)</b>				
1	K-Wire 1.4 mm	300		
2	K-Wire 1.6	2000		
3	k- Wires 1.8mm	2000		
4	K-Wire 2.0	500		
5	K –wires 2.5 mm	200		
6	Denhams Pins	40		
7	Steinmann Pins Holder	80		
8	CerclageWires role different sizes	20		
<b>Total</b>				
(i) Implants provider will be responsible to provide variables sizes, lengths, diameter, number of holes of specific either nail, plates or screw.				
<b>8) External Fixator</b>				
1	Large EXT Fixators 10-16 inch / Schanz 5.0 mm (Femur)	50		
2	Large EXT Fixators 10-16 inch / Schanz 4.0-4.5 mm (Tibia)	50		
3	Medium EXT Fixators 10-14 inch /Schanz 3.5 mm (Humerus)	50		
4	Small EXT Fixators 8-12 inch for radius /ulna	50		
5	Modular Clamps External Fixator Femur	50		
6	Modular Clamps External Fixator Tibia	50		
7	Modular Clamps External Fixator Humerus	50		
8	Modular Clamps External Fixator Radius/Ulna	50		
9	Orthofix wrist/ or equivalent	30		
10	Rod to rod clamps	300		
11	7 to 11 mm rods	200		
<b>Total</b>				
(i) Implants provider will be responsible to provide variable sizes, lengths, diameter, number of holes of specific implants either nail, plate or screw or rod.				
<b>9) Bone Substitute / Bone Cement</b>				
1	Bone Grafts Cancellous Blocks 10 cc	100		
2	Bone Grafts Cancellous Chips 10 cc	100		
<b>Total</b>				
<b>10) DHS Lag Screw and Plates SSG</b>				
1	DHS Lag Screws	50		
2	Guide Wires Threaded	20		
3	4 Holes 135° Plates	20		

4	5-6 Holes 135° Plates	30		
5	5-6 Hole 155 degree	10		
6	Cortical screws for DHS (Multiple Lengths)	1000		
7	Martin plate variable angle dhs	10		
<b>Total</b>				
<p>(i) Implants provider will be responsible to provide set of instruments, guide wires, I screws of relevant sizes in box of screw and replaceable as used, also provide any accessories required for procedure related to implants including barrels, guides and wires.</p> <p>(ii) Implant provider will be responsible to provide variable sizes, lengths, diameter, number of holes of specific implants either nail, plate or screw.</p>				
<b>B) Miscellaneous</b>				
1	Cement gun for hemiarthroplasty	40		
2	Cement restrictors	30		
3	Illizarov frames and accessories (per frame)	25		
4	Physiotherapy Hot Packs	20		
5	Physiotherapy Cold Packs	20		
6	Percussors (For Chest Physiotherapy) Country of Origin: EEU/UK/USA/Japan or Equivalent.	03		
<b>Total</b>				

**Note:**

1. Items will be procured on approved quality/ sample basis; hence bidders are required to submit sample along with bidding documents.
2. The technical evaluation carried out by the Procurement Committee, SBB Accident Emergency & Trauma Centre, Karachi will be final, which will be assessed on clinical experience basis of the Consultant(s) in the relevant specialty.
3. Specifications approved by the Consultant(s) in the relevant specialty will be considered by the Procurement Committee.

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

No: \_\_\_\_\_ Dated \_\_\_\_\_ Rs. \_\_\_\_\_ 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

### Tender Title

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

### BETWEEN

M/s.

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

AND

### ***SHAHEED 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 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: \_\_\_\_\_/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 mayhereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Condition of Contract are fulfilled.

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contractor has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal



or any other person.

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

Witness:

\_\_\_\_\_  
Guarantor (Bank)

1. \_\_\_\_\_  
(Name, Title, Signature & Seal)

Signature:

2. \_\_\_\_\_  
(Name, Title, Signature & Seal)

\_\_\_\_\_  
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]

