

STANDARD BIDDING DOCUMENTS



**GOVERNMENT OF SINDH
SMBB INSTITUTE OF TRAUMA KARACHI**

TENDER REF # :- SMBBIT/PROC/(BS-R&M-01)/2020-21

**RENOVATION WORKS OF SMBBIT & CONSTRUCTION OF
COOLING TOWER SHED**

AT

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

COST OF TENDER DOCUMENTS	RS. 5,000/- (FIVE THOUSAND RUPEES ONLY (NON-REFUNDABLE) IN SHAPE OF PAY ORDER / DEMAND DRAFT IN FAVOR OF SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA
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NOTE:

- 1) All the participants must be signed each & every page of bid documents; else the offer will be rejected.
- 2) No tender will be accepted after closing of the Tender box, what so ever reason may be.

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INSTRUCTIONS TO BIDDERS

1. **Shaheed Mohtarma Benazir Bhutto Institute of Trauma Karachi, (SMBBIT)** 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 **“Renovation Works of SMBBIT & Construction of Cooling Tower Shed” Tender Reference No:- SMBBIT/PROC/(BS-R&M-01)/2020-21**
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 **SMBB Institute of Trauma Karachi** 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 **SMBB Institute of Trauma 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.

11. 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 Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
12. No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
13. Clarification, revision, addition or deletion, in the tender documents may be made by the authority before the submission and opening of Tender in the form of Addendum/Corrigendum. This will be made only by formal Addendum/ Corrigendum issued by the concerned authority and will become part of the contract documents. Each Addendum shall be signed by the Vendor and returned with other Tender documents.
14. The vendor has to quote only one rate for each work as per tender specifications. Hand written tenders or any over writing, cutting, should be signed.
15. The entire Tender Documents, listed duly priced, signed & stamped on each page and completed must reach at designated place in due time and dates as defined in the Bidding Data of the Tender.
16. 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. deviations in payment schedule
 - c. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
17. Contractor who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
18. 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.
19. 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.
20. Conditional tender and tender without bid security shall not be considered.
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, SMBB Institute of Trauma Karachi by mail or by hand as per schedule mentioned in bidding data and the same will be opened at Seminar hall, 12th Floor, SMBB Institute of Trauma Karachi.

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 **SMBB Institute of Trauma Karachi**. The same will be released after successful completion of contract period; moreover security deposit shall be forfeited by the Procuring Agency if contractor fails to comply with terms and condition of the contract at any stage during contract period.
3. Contractor will not be allowed to participate in any Political / Immoral / Illegal activities in the premises of **SMBB Institute of Trauma Karachi**.
4. Contractor will not be allowed to sublet the contract except defined specifically otherwise.
5. The Procuring agency reserves the right at the time of contract award to increase / decrease the items / quantities originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
6. The Competent Authority -**SMBB Institute of Trauma Karachi** has the right to cancel the contract at any stage and without issuing any prior notice in case of violation of **Agreement / ToR** is proved as well as damages to the prestige or property of **SMBB Institute of Trauma Karachi**.
7. 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.
8. In case of breach of the contract by the contractor, contract will be forfeited partly or fully as decided by the Competent Authority -**SMBB Institute of Trauma Karachi**.
9. Any condition / clause of the Contract can be included / amended if required in the interest of the **SMBB Institute of Trauma Karachi** with the mutual understanding of both parties.

10. Contractor shall have its own equipment required for all works etc. Equipment must be approved by the Authorized Officer of **SMBB Institute of Trauma Karachi** before commencement of contract.
11. The Contractor should not violate or allow his Staff to violate the rules of the Sindh Government.
12. In case of violation of any rule the contractor may be fined and legal action will be initiated against him.
13. Contractor shall be responsible for his staff safety etc.
14. Bid / offer will be evaluated as per criteria and the bid's terms & conditions.
15. Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
16. Stamp duty should be placed on contract agreement (as per the govt. approved rate) on stamp paper of value (Rs.100).
17. 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.
18. Conditional tender and tender without bid security shall not be considered.
19. 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) .
20. No tender will be entertained without bid security.
21. The bid security will be forfeited to Government Treasury, in case of non-submission of performance security.
22. If the contractor fails to complete the job within the stipulated period, liquidity charges will be imposed.
23. 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.

24. If the Supplier fails to complete the assigned works 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.

I / We agree to above mentioned terms & conditions:

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached).

Full Address _____

Rubber Stamp _____

BIDDING DATA

PROCURING AGENCY	:	SMBB INSTITUTE OF TRAUMA KARACHI
ADDRESS	:	CHAND BIBI ROAD, KARACHI
NAME OF ITEM	:	RENOVATION WORKS OF SMBBIT & CONSTRUCTION OF COOLING TOWER SHED
BID VALIDITY	:	90 DAYS
AMOUNT OF BID SECURITY	:	5% OF BID QUOTED PRICE
LAST DATE OF SELLING OF BID	:	10 th -MAY-2021 TILL 04:00P.M.
DATE OF SUBMISSION OF BID	:	11 th -MAY-2021 FROM 09:00 A.M. TO 10:00A.M.
DATE OF OPENING OF BID	:	11 th -MAY 2021 AT 10:30A.M.
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	:	120 DAYS (PERIOD STARTING FROM THE DATE OF AWARD OF CONTRACT)
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-COMPLETION

CONTRACT DATA

1. **Commencement Date** means the date of issue of Engineer's Notice to Commence within fourteen (14) days of the signing of the Contract Agreement.
2. **Time for Completion:** Mentioned in Bidding Data
3. **Civil Supervisor & Assistant Manager HVAC designated to assess the whole of the work.**
4. **Authorized person: Civil Supervisor & Assistant Manager HVAC.**
5. **Name of Engineer's / Procuring Agency's representative**
 - i. Mr. Asif Ahmed, **Civil Supervisor.**
 - ii. Mr. Abdullah Tehseen, **Assistant Manager HVAC.**
6. **Performance Security:** As mentioned in bidding data **Validity:** After completion of remedying period.
7. **Program:**
 - i. **Time for submission:** Within fourteen (14) days of the Commencement Date.
 - ii. **Form of program: CPM**
8. **Period for remedying defects: 6 months.**
9. **Terms of Payments:** Payment should be made on after completion of work to the contractor / bidder. Contract submit bill along-with completion work certificate to Finance Department of SMBBIT duly signed by every authorized person. **&**
In case the work could not be completed in C.F.Y, bidder will submit advance bill along with 100% Bank Guarantee of that amount and can claim the bill after successful completion of the work thereafter bank guarantee will be released.
10. **Currency of payment:** Pak. Rupees
11. **Insurances:** The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 5) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer. Costs of such insurances shall be borne by the Contractor.
12. **Arbitration**Place of Arbitration: Karachi, Pakistan.**

**CRITERIA FOR EVALUATION RENOVATION WORKS OF
SMBBIT & CONSTRUCTION OF COOLING TOWER SHADE
FOR SMBB INSTITUTE OF TRAUMA 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.	Registration From Pakistan Engineering Council in following Codes; CE-10 (General Civil Engineering Works, Slope Protection System, Concrete Repairs, Soil Investigation and Stabilization, Landscaping & Horticulture, Reclamation Works, General Buildings and Maintenance, Waterproofing), BC-03 (High Rise Building)		
04.	Copy of Sindh Sales Tax / Sindh Board of Revenue. (Copy of SRB Certificate must be attached).		
05.	Copy of Professional Tax 2020-21 (Certificate must be attached).		
06.	Copy of Registration Certificate with EOBI (Certificate must be attached).		
07.	Copy of Registration Certificate with SESSI (Certificate must be attached).		
08.	Should have experience of Renovation and construction works in minimum 200 bedded Hospital. (At least Three Hospitals). (Attached Purchase orders copy / Satisfactory Certificate from Concerned Hospitals)		
09.	Recent Bank Certificate / Bank Statement for last three years regarding financial soundness of the firm to do business PKR 50 Million.		
10.	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).		
11.	Bidder already providing same services at SMBBIT 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.

BILL OF QUANTITY RENOVATION WORKS OF
SMBBIT BUILDING & CONSTRUCTION OF
COOLING TOWER SHED

S#	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
1	Preparing the existing textured surface by chemical treatment and applying new texture coating (Marble Powder) to provide durable crust to wall, with acrylic base, adhesive and bactericides, water resistance, if the existing texture peeled off from a place will repair the texture and then apply chemical coating and apply all the remainder coatings and if the plaster has peeled off then contractor / bidder will also bear the cost of plastering and repairing and then proceed further work. i/c. erecting and removal of pipe folding (Upto 204' height). Note: Care and Cleaning / Servicing of complete Cooling Tower, Doors / Windows / Glass panels and Openings is responsibility of Contractor.				
i	Building Chand Bibi Road Facing	Sft.	45,300.00		
ii	Building Civil Hospital Road Facing	Sft.	22,335.00		
iii	Building Cardiac Ward Civil Hospital Facing	Sft.	41,175.00		
iv	Building SIUT Building Facing	Sft.	48,850.00		
v	Internal Side & Ramps Side	Sft.	18,015.00		
	Total Section 1	Sft.	175,675.00		
2	Providing & Installation of Shed over Cooling Tower at 6th floor of Trauma Center, consisting of Rectangular Box Powder Coated Aluminum 4mm Curtain Wall Section 2x4"x2" for Vert Columns 12' high erect over all five Columns. Rectangular Box Powder Coated Aluminum 4mm Curtain Wall Section 4"x2" for Front Outer Beam 82' Rectangular Box Powder Coated Aluminum 4mm Curtain Wall Section 4"x2" for Bracing Beams on Columns 110' Rectangular Box Powder Coated Aluminum 4mm Curtain Wall Section 4"x2" for Additional Beams Wall to Outer Frame 264' Rectangular Box Powder Coated Aluminum 4mm Curtain Wall Section 4"x2" for Cross supporting Beams 246' Fiber Sheet 6mm thick (Nalidar) 1804 Sft. Strip on Fiber Sheet "D" 214 Rft. Including all Labor, Silicon, Ribbed, Screws, Washer, Rawal Bolt etc. (Measurement will be top of Roof Sheet Straight Lengths x Width)	Sft.	1,805.00		

S#	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
3	Providing & fixing of Porcelain tile dado laid over 1:4 cement sand mortar 1/2" thick including Grouting with pigment complete with scaffolding etc. complete in all respect at 6th floor wall height upto 25'	Sft.	1,500.00		
4	Providing & Installation of Cover (Protector Sheeting) over Windows / Glass Elevation using Fiber Sheet with complete accessories.	Sft.	600.00		
5	Preparing G.I Exhaust pipes surface by chemical treatment and applying new Epoxy Paint. At Exhaust pipe generator to chiller, Chiller to cooling tower exhaust pipes, Chiller exhaust Pipes, Generator room exhaust louver, louvers ventilators both sides.	Sft	2,490.00		
6	Generator silencer shielding and heat resistant paint required.	Sft	315.00		
7	Providing & Fixing of M.S Jali required at exhaust louver including Louvers.	Sft	85.00		
8	P/L CC Block Masonry 6"x8"x12" at Ground Floor in Front of Blood Bank including Excavation. Lean and Back filling.	Sft	350.00		
9	P/A Plastering on block Masonry open areas of Block Masonry	Sft	438.00		
10	Providing and fixing of MS Grill using 1" wide Flat Iron at Bottom, Sides, and Top. 3.5 soot solid square bar as vertical support @ 6" c/c and 4Nos. Bars as column @ 10" c/c and 2 Nos. same bars as horizontal support, 18swg 1"x1" MS square pipe @ 24" c/c and at top Leaf shape Arrows @ 6" c/c including Red Oxide and Oil paint, complete with its installation.				
	Total Qty. of Grill	Sft	875.00		
		Sft	135.00		
		Sft.	1,010.00		

S#	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
11	Providing and fixing of SS Steel Laser Cutting Letters and logo of SMBB Institute of Trauma in Urdu and English in 304 Taiwan sheet 16 gauge with chemical treatment and apply deco paint / epoxy paint. a) English Alphabet size 3 Feet with 3" wall b) Urdu Alphabet Size 4 Feet x 13 Feet c) Logo Size 17Feet X 17Feet Including all Labor, scaffolding/Crane & complete accessories.	Nos.	02		
	GRAND TOTAL RS.				

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: _____

GENERAL CONDITION OF CONTRACT

1. THE PROCURING AGENCY

- 1.1 **Provision of Site** the Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.
- 1.2 **Permits etc.** The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
- 1.3 **Engineer's/Procuring Agency's Instructions** the Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.
- 1.4 **Approvals** No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

2. ENGINEER'S / PROCURING AGENCY'S REPRESENTATIVES

- 2.1 **Authorized Person** the Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 2.2 **Engineer's/Procuring Agency's Representative** the name of Engineer's / Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

3. THE CONTRACTOR

- 3.1 **General Obligations** the Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required.
- 3.2 **Contractor's Representative** the Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.
- 3.3 **Subcontracting** the Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

3.4 Performance Security the Contractor shall furnish to the Procuring Agency as per SPPRA rule after receipt of Letter of Acceptance a Performance Security of the bidder, in the form of Payee's order / Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

4. DESIGN BY CONTRACTOR

4.1 Contractor's Design the Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

4.2 Responsibility for Design the Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

5. PROCURING AGENCY'S RISKS

5.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by

others for whom the Procuring Agency is responsible; a suspension under Sub-Clause 2.2 unless it is attributable to the Contractor's failure; and Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

6. TIME FOR COMPLETION

6.1 Execution of the Works the Contractor shall commence the works on the commencement date and shall proceed expeditiously and without delay and shall complete the works, subject to Sub-Clause 6.3 below, within the Time for Completion.

6.2 Program within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a program for the Works in the form stated in the Contract Data.

6.3 Extension of Time the Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 5.1 of the Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

6.4 Late Completion if the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the bidding data for each day for which he fails to complete the Works.

7. TAKING-OVER

7.1 Completion the Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

7.2 Taking-Over Notice within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

8. REMEDYING DEFECTS

8.1 Remedying Defects the Contractor shall for a period stated in the **Contract Data** from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost.

9. DEFAULT

9.1 Defaults by Contractor if the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer / Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

9.2 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

10. RISKS AND RESPONSIBILITIES

10.1 Contractor's Care of the Works

Subject to Sub-Clause 8.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 7.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

11. Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer / Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

12. INSURANCE

12.1 Arrangements the Contractor shall be obliged to place all insurance relating to the contract with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Procuring Agency. Costs of such insurances shall be borne by the Contractor.

12.2 Default if the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

13. RESOLUTION OF DISPUTES

13.1 Engineer's Decision if a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

13.2 Notice of Dissatisfaction if a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 12.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14

days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 12.3.

- 13.3 Arbitration** a dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 13.
- 14. Statutory Obligations** The contractor shall comply with the laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the works.
- 15. GOVERNING LANGUAGE:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 16. APPLICABLE LAW:** This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.

BID LETTER FORM

From:

(Registered name and address of the bidder)

To:

Chief Operating Officer,
SMBB Institute of Trauma,
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 MOHTARMA BENAZIR BHUTTO INSTITUTE OF TRAUMA, KARACHIA

department under Government of Sindh, having its office at SMBB Institute of Trauma, Karachi 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 SMBB Institute of Trauma, Karachi and has necessary know how and staff in the respect.

AND

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

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

Item. #	DESCRIPTION	Unit Quantity	Unit	Quoted Rate

Now this agreement witnesseth as follows:

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

- e. The specifications
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. The Contract Price of tender will be Rs: _____/Year;
 6. That estimated cost of tender is on approximate basis and may vary in case of forced majeure or as per the demand of situation.

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

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

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

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

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

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

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

Letter of Acceptance No. _____ Dated: _____

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

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

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

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

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

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

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

Witness:

Guarantor (Bank)

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

Signature:

2. _____

(Name, 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]

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, SMBBIT 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.

CHIEF OPERATING OFFICER SMBBIT