

STANDARD BIDDING DOCUMENT



**GOVERNMENT OF SINDH
SHAHEED MOHTARMA BENAZIR BHUTTO INSTITUTE
OF TRAUMA, KARACHI**

TENDER REFERENCE# PROC/SMBBIT/(TAKAFUL)/2020-21

**PROVISION OF GROUP LIFE TAKAFUL FOR SMBBIT
EMPLOYEES**

ROUGH ESTIMATION= 1.5 (M)

NOTE:

- 1) All the participants must be signed each & every page of bid documents, else 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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BIDDING DATA

Procuring Agency	:	SMBB Institute of Trauma
Address	:	Chand Bibi Road, Karachi
Name of Item	:	Provision of Group Life Takaful for SMBBIT Employees
Bid Validity	:	90 Days
Amount of Bid Security	:	2% of Bid Quoted Price
Last date of Selling of Bid	:	08-April-2021 till 04:00P.M.
Date of Submission of Bid	:	09-April-2021 09:00a.m. to 10:00a.m.
Date of Opening of Bid	:	09-April-2021 at 10:30a.m.
Place of Submission of Bid	:	13 th Floor SMBB Institute of Trauma Planning & Procurement Department
Venue for Opening of Bids	:	12 th Floor SMBB Institute of Trauma Seminar Hall
Performance Security	:	Successful bidder submit 10% Performance Security
Language of Bid	:	English
Bidding Procedure	:	Single Stage Two Envelope Procedure/ SPP rule 46(2)
Period of Completion	:	One year from the date of Award of Contract

INSTRUCTIONS TO BIDDERS

- 1. Shaheed Mohtarma Benazir Bhutto Institute of Trauma** invites sealed bids from Takaful firms for “**Provision of Group Life Takaful for SMBBIT Employees**” **Tender Reference No:- PROC/SMBBIT/(TAKAFUL)/2020-21.**

- 2. Bidding Procedure Single Stage - Two Envelope Procedure 46(2) as per SPPRA rule amended till date;**
 - i. A Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - ii. Envelopes shall be marked as —**FINANCIAL PROPOSAL** and **TECHNICAL PROPOSAL** in bold and legible letters to avoid confusion;
 - iii. Initially, only the envelope marked —**TECHNICAL PROPOSAL** shall be opened;
 - iv. Envelope marked as —**FINANCIAL PROPOSAL** shall be retained in the custody of the procuring agency without being opened;
 - v. Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - vi. No amendments in the technical proposal shall be permitted during the technical evaluation;
 - vii. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - viii. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

- 3. Bidders are required to check that Tender Documents issued to them are complete in all respects as per table of content.**

- 4. LANGUAGE OF BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

- 5. 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.**

- 6.** 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.
- 7.** The Procuring Agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The Procuring Agency upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposal, but is not required to justify those grounds.
- 8.** 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.
- 9.** No unauthorized alteration may be made in the Tender documents. If any such alteration is made, tender may be liable for rejection.
- 10.** 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 bidder and returned with other Tender documents.
- 11.** The entire Tender Documents, listed duly priced, signed & stamped on each page and completed must reach at designated place in due time and dates as defined in the Bidding Data of the Tender.
- 12.** Bidder who will win the tender will be required to enter into a Contract Agreement as defined in the Form of Agreement.
- 13.** 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.

14. CORRUPT OR FRAUDULENT PRACTICES

- a) The Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below: **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b) The Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

TERMS & CONDITIONS OF TENDER

- a) **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi** 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 Takaful firms “**Provision of Group Life Takaful for SMBBIT Employees**” at **Shaheed Mohtarma Benazir Bhutto Institute of Trauma, Karachi Tender Reference No:- PROC/SMBBIT/(TAKAFUL)/2020-21.**
- b) Tender Fee in shape of pay order in favor of **SMBB Institute of Trauma Karachi** must be attached; else the offer will be rejected.
- c) The registered Takaful firm should attached **BID SECURITY** (as per amount mentioned under **Bidding Data**) in shape of Bank Draft / 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.
- d) **PERFORMANCE SECURITY:** The successful bidders will have to deposit the requisite Performance Security Bond in the shape of a Bank Guarantee in favor of **SMBB Institute of Trauma Karachi (as mentioned in bidding data sheet)**. The same will be released after successful completion of contract period.
- e) Bid should be dropped at Planning & Procurement Office, **13th Floor, SMBB Institute of Trauma, Karachi** by hand in due course of time and the same will be opened at **Seminar Hall, 12th Floor, SMBB Institute of Trauma.**
- f) Bid / offer will be evaluated as per (**Technical Evaluation Criteria** Mandatory as **Annex-A**) and (**Technical Evaluation Criteria** Marking as **Annex-B**) and also the bid’s Terms & Conditions.
- g) Bid should be inclusive of all Government taxes (if applicable) and the same will be paid by the Contractor except withholding tax.
- h) Procuring Agency 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.

- i) 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.
- j) 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.
- k) Conditional tender and tender without bid security shall not be considered.
- l) 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).
- m) Bids shall remain valid for 90 days after the date of bid opening and same may be extended in terms of Rule 38 (2) (3) (4) of SPPRA Rules.
- n) No tender will be entertained without Security deposit. The Security deposit will be forfeited, in case of non-submission of Performance security within seven (7) days of receipt of letter of Acceptance.
- o) Bids submitted late due to any reason what so ever, shall not be considered and returned unopened to the bidder or his authorized representative.

I / We agree to above mentioned Terms & Conditions:

Name of Contractor _____ Signature _____

CNIC NO _____ (Copy must be attached)

Full Address _____

Company Stamp _____

GENERAL CONDITIONS OF CONTRACT (G.C.C)

1. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.
2. The SMBBIT reserves the right to increase / delete the number of lives to be covered on the same rates and terms and condition of the Contract Agreement.
3. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**
 - a) The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.
 - b) Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
 - c) The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the services.
4. **PAYMENT: Contractor / Takaful Firm submit Annual Premium invoice quadrilateral in advance to the Finance and Accounts Department of SMBB institute of Trauma.**
5. **ASSIGNMENT:** The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
6. **TERMINATION FOR DEFAULT:** The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:
 - a) The Bidder fails to provide its services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
 - b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and

c) The Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

7. FORCE MAJEURE: The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

8. TERMINATION FOR INSOLVENCY: The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

9. ARBITRATION AND RESOLUTION OF DISPUTES:

a) The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

b) If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

c) In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of

the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

10. 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.

11. APPLICABLE LAW: This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.

TECHNICAL EVALUATION CRITERIA
(MANDATORY)

(Bidders are required to submit following documents in mentioned sequence)

S.#	List of Documents	Yes	No
1.	Should Compliance of Terms & Conditions, Instructions mentioned in the SBD. (Must submit the entire STANDARD BIDDING DOCUMENTS, duly signed & stamped on each page with Proposal).		
2.	Should be registered with Income Tax Department (Copy of NTN Certificate must be attached).		
3.	Copy of Sindh Sales Tax / Sindh Board of Revenue. (Copy of SRB Certificate must be attached).		
4.	Copy of Professional Tax 2020-21 (Certificate must be attached).		
5.	Submission of undertaking on legal valid and attested stamp paper that the Takaful company is not blacklisted and litigated by any institute of National / International, Federal, Provincial Government or any Department / Agency / Organization / Autonomous body or Private Sector Organization anywhere in Pakistan. (Undertaking should be as per given sample attached as Table of Content Point # 13).		
6.	Certificate of Incorporation with Securities & Exchange Commission of Pakistan (SECP).		
7.	Copy of documents in respect of PACRA / JCR-VIS Rating.		
8.	Copy of Pay order / Bank Draft of Bid security (should be attached in technical proposal without showing the amount along with bidding document).		

Note:

- The offer will not be entertained if above mentioned documents / information's are not found.

(ANNEX-B)

TECHNICAL EVALUATION CRITERIA (MARKING)

Quality and the following evaluation factors / criteria will be employed on technical proposals. The number of points allocated to each factor shall be specified in the Evaluation Report. **Only bids securing minimum of 80% marks would be considered for further process.**

S.#	Details	Maximum Marks
<u>Technical Bid Maximum Score</u>		100
1.	Working Experience in the Takaful required (Incorporation certificate) from the date of constitution of company: <ul style="list-style-type: none">• 12 or more years' experience = 20 marks• 07 to 11 years' experience = 10 marks• 04 to 06 years' experience = 05 marks	20
2.	Total number of Active Corporate Clients receiving Takaful Services till 31st-December-2020. (Credible Documentary Evidence Must Be Provided) <ul style="list-style-type: none">• 500 and above = 20 marks• 200 and above = 10 marks• 100 and above = 05 marks	20
3.	Financial soundness of the firm of doing business in last three years. (Average Underwritten Business of Last Three Years) <ul style="list-style-type: none">• Rs. 7 Billion or more = 20 marks• Rs. 5 Billion or more = 10 marks• Rs. 3 Billion or more = 05 marks	20
4.	Paid up capital of the company as on 31-12-2020. (Audited Financial Statement Must be provided). <ul style="list-style-type: none">• PKR: 1.2 Billion and above: 20 Marks• PKR: 700 Million and above: 10 Marks• PKR: 400 Million and above: 05 Marks	20
5.	Credit rating by PACRA / JCR-VIS: <ul style="list-style-type: none">• AAA, AA+, AA, AA-, A+ = 20 marks• A, A- = 10 marks• B+ B, B- = 05 marks	20

**PROVISION OF GROUP LIFE TAKAFUL FOR
SMBBIT EMPLOYEES PRICE SCHEDULE FOR
S.M.B.B INSTITUTE TRAUMA, KARACHI
DURING THE FINANCIAL YEAR 2020-21**

SMBBIT requires Group Life Takaful for its employees according to their category for period of 12 Months (One Year) as per the given detail: Takaful Policy will be extended / renewed on mutual understanding on same terms & Conditions and rates.

PLAN WISE STAFF STRENGTH:

PLAN (A) (TPS 1 TO TPS7)	PLAN (B) (TPS 8 TO TPS 22)	TOTAL STAFF
172	794	966

PLAN-A TPS 1 To TPS 7
PLAN-B TPS 8 To TPS 22

PROPOSED CATEGORY-WISE SUM ASSURED (Life Takaful Policy):

CATEGORY	PLAN "A"	PLAN "B"
No Of Employees	172	794
Minimum Age Of Entry of Coverage	18	18
Maximum Age Of Expiry of Coverage	65	65
Unit Rates Maximum Age	65	65
Free Cover Limit Maximum Age	65	65
Basic Death Benefit	1,500,000	750,000
Accidental Death Benefit (Including Terrorism Coverage)	3,000,000	1,500,000
Accidental Disability (PTD/PPD) (Including Own Occupation Disability Cover)	100% of Basic Death Benefits	100% of Basic Death Benefits
Accidental Disability (TTD)	100% of Gross Salary up to max 20,000	100% of Gross Salary up to max 20,000
Natural Disability (PTD-N) (Including Own Occupation Disability Cover)	100% Basic Death Benefits	100% Basic Death Benefits
Terminal Illness Benefit	50% of Basic Death Cover Maximum Up to Rs. 500,000	50% of Basic Death Cover Maximum Up to Rs. 500,000

(ANNEX-D)

Brief Introduction of the Bidding Organization

Sr.	Requirements	Descriptions
1.	Name of the Company	: _____
2.	Date of Establishment	: _____
3.	Corporate Status (Projector / Partnership / Pvt. Ltd. / Ltd)	: _____
4.	Company Registration No.	: _____
5.	N.T.N No.	: _____
6.	G.S.T No.	: _____
7.	Name of Owner/Proprietor/MD/CEO	: _____
8.	CNIC No.	: _____
9.	Mailing Address (Registered and Operational Offices)	: _____
10.	Contact/Cell No(s).	: _____
11.	Fax No(s).	: _____
12.	Email Address	: _____
13.	Bank Name & Account No. (for which statement is enclosed)	: _____

Company's Stamp	Signature

(ANNEX –E)

List of Top 10 Major Clients List in Takaful.

TAKAFUL SUM

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

(ANNEX –F)

FINANCIAL PROPOSAL
(Applicable for the one year)

Name of Bidder: _____

Advertisement Reference: _____

CATEGORY	A	B
No of Employees	172	794
Basic Death Benefit	1,500,000	750,000
Accidental Death Benefit (Including Terrorism Coverage)	3,000,000	1,500,000
Accidental Disability (PTD/PPD) (Including Own Occupation Disability Cover)	100% of Basic Death Benefits	100% of Basic Death Benefits
Accidental Disability (TTD)	100% of Gross Salary up to max 20,000	100% of Gross Salary up to max 20,000
Natural Disability (PTD-N) (Including Own Occupation Disability Cover)	100% Basic Death Benefits	100% Basic Death Benefits
Terminal Illness Benefit	50% of Basic Death Cover Maximum Up to Rs. 500,000	50% of Basic Death Cover Maximum Up to Rs. 500,000
Unit Rate Per 1000		
Total Takaful Sum		
Contribution		

Total Payable Amount in Rupees: _____

Total Payable Amount in words: _____

Note: Please attach the document check list to process the life Takaful claim

Company's Stamp	Signature

01 **Commencement of Takaful Coverage:** -

- 01.1 Takaful coverage shall commence w.e.f. Award of Tender.
- 01.2 SMBB-IT shall provide the complete details of employees at least one month prior to commencement of Takaful Coverage.
- 01.3 The Takaful Company shall arrange preparation of necessary documents and Letter to the insured person well before commencement of Takaful coverage.
- 01.4 The Takaful Company shall ensure the delivery of coverage letter and claim filing process and other relevant information to the insured person well before commencement of Takaful coverage.

02 **Processing of Claim:** -

- 02.1 The Takaful Company shall start processing the claim within a working day of receipt of claim.
- 02.2 The Takaful Company can only demand agreed documents for processing of claim.
- 02.3 The Takaful Company shall ensure the payment of claim within 15 days, subject to fulfillment of minimum required formalities.

SMBB-IT will assist in the provision of the framework outlining the list of employees to be insured along with their required benefits to be covered. SMBB-IT, however, will bear the cost of premium based on the details provided under the scope of work. Other main responsibilities of the Insurer(s) are as under:

- 1. To provide life Takaful services in line with the scope of work as well as the signed agreement between the successful insurer and the procuring agency i.e SMBB-IT;
- 2. Any Premium left at the end of the contract agreement will be return back within 7 working days in the shape of pay order in favor of Shaheed Mahatma Benazir Bhutto Institute of Trauma.
- 3. Arrangement of an Orientation Session for the SMBB-IT employees regarding their limits / ceiling of Takaful Benefits, procedure / SOP for claim settlement and distribution of brochures among the employees.
- 4. Processing of claim settlement / disbursement of payments must be carried out by the Company from its Karachi Office.

Note:

- 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.

Signature of Authorize Agent of Service Provider: - _____

Name of Company: - _____

Full Address: - _____

Telephone No. : - _____ Cell No:- _____

Email Address (if any) _____

BID LETTER FORM

From:

(Registered name and address of the bidder)

To:

Chief Operating Officer,
Shaheed Mohtarma Benazir Bhutto Institute of Trauma,
Karachi – 74200

Dear Sir / Madam,

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

Tender Title:

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

If our bid is accepted, we undertake to;

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

Place:

Date:

Bidder's signature
and seal.

CONTRACT FORM

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

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

Date of tender call:

Title of the project:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

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

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

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

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

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

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

Solutions, service or material	Quantity	Unit price	Amount	Remarks

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

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

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

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

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

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

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

Letter of Acceptance No. _____ Dated: _____

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

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

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

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration

that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Witness:

Guarantor (Bank)

1. _____
(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. I/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. I/We have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent for SMBB Institute of Trauma related to this Bid or Award or Contract.
7. I/We are not blacklisted or facing debarment from any institute of Federal, Provincial Government or any Department /Agency/Organization/Autonomous body or Private Sector organization anywhere in Pakistan.
8. That undersigned has not employed any child labor in the organization/unit.
9. I/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.

I/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. _____ **(Copy must be attached)**

For Messrs. [Name of Supplier]

INTEGRITY PACT

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

Contract Number: **NO.**

Dated:

Contract Value: **Rs.**

Contract Title:

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 (C.O.O)