

STANDARD BIDDING DOCUMENTS



GOVERNMENT OF SINDH

SBB ACCIDENT EMERGENCY & TRAUMA CENTRE KARACHI

Contract No:- AMS/SBB-TC/PROC/(R&M-04) 2016-17

**Operation, Running, Repair and Maintenance (with consumables) of
HVAC Equipment**

at

SBB Accident, Emergency & Trauma Centre, Karachi

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1.1 The Procuring agency is intended to hire services for Operation, Running, Repair & Maintenance (With Consumables) of HVAC Equipment.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended, 2013/14) and its Bidding Documents except as provided hereinafter.

2.2 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.

2.3 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1 3.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “SBB Trauma Centre,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Clarification of Bidding Documents

4.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives not later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

5. Bidding Procedure

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;

5.2 The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;

5.3 Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

5.4 The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;

5.5 The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

5.6 During the technical evaluation, no amendments in the technical proposal shall be permitted;

5.7 After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The time, date and venue shall be communicated to the bidders in advance.

5.8 The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

5.9 The bid found to be the lowest evaluated bid shall be accepted.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

6.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

6.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

7.1 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 written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. Documents Comprising the Bid

The bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements & Price Schedules
- f) Bid Form
- g) Bid Security Form
- h) Contract Form
- i) Performance Security Form
- j) Form of Bank Guarantee or Pay Order
- k) Integrity Pact (where applicable)
- l) Bid Evaluation Criteria (BEC) / Technical Evaluation Criteria (TEC)

8.2 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.

8.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and shall result in the rejection of bid.

9. Bid Form

9.1 The Bidder shall complete the Bid Form and the appropriate price Schedule furnished in the bidding documents

9.2 Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.

9.3 The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

9.4 Conditional offer shall also be considered as non-responsive bid.

10. Bid Prices

10.1 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

10.2 Prices quoted by the bidder should remain valid till the contract period and the offer should be inclusive all the Taxes / Contributions i.e. Income Tax / Sindh Sales Tax / Contributions of EOBI / SESSI / Life Insurance of the manpower.

10.3 If government imposes any Tax after signature of the contract the same will be paid to the contractor by the procuring agency.

11. Bid Currencies

11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents Establishing Bidder's

12.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country.

13. Bid Security

13.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring Agency and valid for thirty (30) days beyond the validity of the bid; or
- (b) irrevocable en-cashable on-demand Bank call-deposit.

13.4 Any bid not secured will be rejected by the Procuring Agency as nonresponsive.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency.

13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing the performance security.

13.7 The bid security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract or
 - (ii) to furnish performance security.

14. Period of Validity of Bids

14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

14.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

15. Format and Signing of Bid

15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

15.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

15.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

16. Sealing and marking of Bid

16.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The inner and outer envelopes shall:

- a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;

b. bear the name and number indicated in the Invitation for Bids.

16.2 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.

16.3 If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Bids must be received by the Procuring agency at the address no later than the time and date specified in the Bid Data Sheet.

17.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring agency will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

19.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

20. Opening of Bids by the Procuring agency

The Procuring Agency shall open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.

However, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.

20.2 The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

20.3 The financial bids found having without Bid Security (Earnest Money) shall also be returned unannounced to the bidders; even they qualified in the evaluation of technical proposal. However, prior to return to the bidder, the Chairman of the Purchase Committee shall record statement / reason on such bids.

20.4 The Procuring Agency shall prepare minutes of the bids opening (Technical & Financial)

21. Clarification of Bids

21.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22. Evaluation and Comparison of Bids

For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous reports, inspection of plant / factory / premises, previous experience, financial soundness and other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria

can be applied for the TECHNICAL PROPOSALS. The number of points allocated to each factor shall be specified in the Evaluation Report.

22.2 Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is 10.000 million. Financially sound party with excellent business record could get higher marks.

22.3 100% complete information according to the bid requirement may the firm able to get maximum marks.

22.4 After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is 60% or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. bidders' attendance at the opening of financial proposals is optional.

22.5 Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded

23. Contacting the Procuring agency

23.1 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.

23.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

24. Award Criteria

24.1 Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is to Bidders determined to be qualified to perform the contract satisfactorily.

24.2 Procuring Agency will award the contract Category wise on lowest basis.

25. Procuring agency's Right to Vary Quantities at Time of Award

25.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

26. Procuring agency's Right to accept any Bid and to Reject any or All Bids

26.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

27. Notification of Award

27.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Bidder's furnishing of the performance security, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

28. Signing of Contract

28.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

28.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

29 Performance Security:

29.1 Within twenty (20) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

30. Period of competition:

30.1 bidders are required to supply the awarded items within the prescribed time period else liquidity damages would be applied as per the discretion of the Procuring Agency

31. Corrupt or Fraudulent Practices

31.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "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
- (ii) "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) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

BIDDING DATA

<u>ITB-1.1</u>	Procuring Agency	Shaheed Benazir Bhutto Accident Emergency & Trauma Centre
<u>ITB-16.1</u>	Address	Chand Bibi Road – Karachi
<u>ITB-1.1</u>	Name of Item	Operation, Running, Repair & Maintenance (With Consumables) of HVAC Equipment
<u>ITB-11</u>	Bid Currency	Pak Rupees
<u>ITB-14</u>	Bid Validity	90 days (As per SPP Rules-2010).
<u>ITB-13</u>	Amount of Bid Security	2% of Bid Quoted Price
<u>ITB-16</u>	Tender Selling Date	From the date of publishing to 21-December-2016 till 4:00 pm
<u>ITB-17</u>	Date, Place & Time of Submission	22-December-2016, Planning & Procurement Office 1 st Floor, SBB Trauma Centre @ 11:00 am
<u>ITB-20</u>	Date of Opening	22-December-2016, Committee Room 7 th Floor, SBB Trauma Centre @ 11:30 am
<u>ITB-29</u>	Performance Security	2% of the Contract Value
<u>ITB-7</u>	Language of Bid	English
<u>ITB-5</u>	Bidding Procedure	Single Stage – Two Envelope Procedure SPPR(46-2)
<u>ITB-22</u>	Eligibility Criteria / Technical Evaluation Criteria	As per Annexure – A
<u>ITB-30</u>	Period of completion	One year from the award of contract

SIGNATURE OF THE CONTRACTOR:

STAMP

Signature : _____
 Name : _____
 Designation : _____
 CNIC NO : _____
 (Copy duly attested must be attached)
 Ph: No. _____ Cell No. _____
 Fax No. _____
 Email Address. _____

(ANNEXURE – A)
CRITERIA FOR EVALUATION OF OPERATION, RUNNING, REPAIR & MAINTENANCE (WITH CONSUMEABLES) OF HVAC EQUIPMENT AT SBB ACCIDENT, EMERGENCY & TRAUMA CENTRE KARACHI

Mandatory Requirements:

- Should comply Terms & Conditions of the Standard Bidding Documents
- Should have Electrical License issued by Government of Sindh
- Should be registered with PEC in following category: -
 - a. ME-01 (Heating, Ventilation, Airconditioning)
(Certificate should be attached)
- Should be registered with Income Tax Department (Certificate should be attached).
- Should be registered with Sindh Revenue Board (Certificates should be attached).

S. No.	Evaluation Criteria	Marks
1.	Company Profile	15
2.	List of Machinery Equipment / Tools which will be utilized by the Contractor to carry out desired operations	20
3.	Maintenance Service Plan for each category (list of duties/activities perform on daily / weekly / monthly basis under various maintenance head as defined in scope of work etc.)	20
4.	Should have experience of operation, running, repair and maintenance of HVAC Generation Plant preferably Healthcare/Pharmaceutical/relevant Industry	15
5.	Should be registered with SESSI and EOBI (proof attached) (5 marks for each)	10
5.	Turnover of at least three years (10.00 million each year) Bank Certificate / Statement for last three years should be attached	10
6.	Should submit last three years audited report	10
TOTAL		100

Qualifying marks – 70 marks

SCOPE OF WORK / SCHEDULE OF REQUIREMENTS

OPERATION, RUNNING, REPAIR AND MAINTENANCE OF HVAC EQUIPMENT AT SBB ACCIDENT, EMERGENCY & TRAUMA CENTRE, KARACHI:

S.No.	Description of Staff	Quantity	Qualification	Experience
1	HVAC Plant Engineer	1	B.E. in Electrical/ Mechanical	08 years of relevant experience
2	HVAC Technicians	4	DAE	04 years of relevant experience
3	Assistant HVAC Technicians	8	Matric	02 years of relevant experience
4	Chiller Operators	8	DAE	04 years of relevant experience
5	HVAC Plumber	4	Middle	04 years of relevant experience
Total Number of Staff		25 Nos.		

SCOPE OF WORKS

1. Provide complete operations and preventive maintenance services of the following equipment and allied accessories:

S.No.	Description of Items	Quantity
1	Multi-energy Absorption Chiller - Direct Flue Gas 450 Tons	3 Nos.
2	Cross Flow Cooling Tower Rectangular	3 Nos.
3	Waste Heat Recovery Module	1 Nos.
4	Fresh Air Handling Units	19 Nos.
5	Normal Air Handling Units	30 Nos.
6	Fan Coil Unit	187 Nos.
7	VRV Air Conditioning	3 Nos.
8	Ducting & Piping System with Duct Heaters in 18 numbers Operation Theatres at 6th, 8th, 9th & 11th Floor	1 Job

2. Ensure that operation and preventive maintenance of each unit will be carried out on regular basis.
3. The Contractor will provide uniforms, Identity Cards to each and every deployed staff.
4. The Contractors shall provide the list of staff with telephone numbers to Procuring Agency.
5. The Contractors should ensure all safety precautions for its staff.
6. The contractor shall be equipped with proper hand tools and similar equipment.
7. The contractor must notify by written notice to Procuring Agency prior to the making of any

repair.

8. Procuring Agency will provide an office to contractor for administrative purposes only and at an easy contact location. Adequate storage facilities will be provided to contractor for storage of all contractor's equipment & supplies used for this contract.
9. The contractor shall be responsible for the execution of minor repairs and adjustments related to the activities of ordinary wear and tear maintenance.
10. The detailed service report and log book of each unit should be maintained as per manufacturers manual and submit to the Procuring Agency on regular basis.

Note:

Financial Proposal must be submitted on company's letter head duly signed/stamped/ typed of their offer in figure and words of the total amount. Else the offer will be rejected.

Signature of
Contractor / Supplier

Name : _____

Designation : _____

CNIC No. : _____

Address : _____

Stamp : _____

CONTRACT FORM

THIS AGREEMENT made the Day of (Year) Between the Procuring Agency (hereinafter “the SBB TRAUMA CENTRE”) of one part and(Name of Vendor) of(City and country of Vendor) (Hereinafter “the Supplier”) of the other part: WHEREAS the SBB TRAUMA CENTRE 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) SBB Trauma Centre 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 SBB TRAUMA CENTRE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the SBB TRAUMA CENTRE to provide the goods and to remedy defects therein conformity, in all respects, with the provisions of the contract.

The SBB TRAUMA CENTRE 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)

.

PERFORMANCE SECURITY FORM

(To be issued by a bank schedule in Pakistan)

To..... (Address of SBB Trauma Centre)

WHEREAS.....(Name of Vendor) hereinafter called “the Vendor” has undertaken, in pursuance of Contract

No.....dated,.....(Date), to supply/provide.....called “the Contract”.

AND WHEREAS it has been stipulated by you in the said contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s/ service provider’s performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs..... (Rupees.....) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of(Date)

Place:

Signature of Guarantors and seal.

Date: