



**Tender Documents – T21/2022  
Data Centre UPS  
(Repair & Maintenance SLA)**

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## COMPANY INTRODUCTION

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Sindh Integrated Emergency and Health Services (SIEHS), is a section 42 not-for-profit company formed in collaboration with the Government of Sindh. This service is a realization of Government of Sindh's commitment to strengthen the primary healthcare structure in Sindh through a public-private arrangement ensuring delivery of timely, effective, patient-focused ambulance and holistic healthcare services, free-of-cost.

SIEHS under its ambit operates and manages Pakistan's first and only ISO 9001:2015 certified ambulance service called Sindh Rescue and Medical Service (SRMS). SRMS operates according to international protocols, and is equipped with advanced medical equipment, life-saving drugs and qualified paramedics and nurses, providing immediate pre-hospital emergency care to those suffering with acute health trauma. The quality emergency services are available to all those who need it, across the social spectrum.

Our TeleHealth and Tele Medicine platform is designed to support health care solutions and capacity building across the general health continuum, free-of-charge. With 24/7 access to doctors, clinical psychologists and healthcare experts, supported by updated algorithms for common diseases and on-going pandemic, we ensure that people in need receive timely diagnostic and counselling services, anytime. Our state-of-the-art call center allows callers to access coordinated advice and counselling services from across Pakistan, by dialing "1123".

SIEHS invites sealed bids on single stage two envelopes procedure for the provision of Data Centre UPS (Repair & Maintenance SLA) from well-reputed companies registered with federal / provincial tax authorities

## INVITATION TO BID

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for provision of maintenance services for repair & maintenance services for its UPS of Data Centre from SECP registered well-reputed companies available on List of Active Tax Payers" of FBR (for Income Tax) & SRB (For Sales Tax) websites.

Tender fee	Rs. 1,000/- (Rupees one thousand rupees only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure
Bid security	2% of the total bid value.
Last date of tender purchasing	14 September 2022
Deadline for submission of bids	15 September 2022, 10:00 am
Bid opening date and time	15 September 2022, 10:30 am

1. Bidding documents are available on the websites of Sindh Integrated Emergency and Health Services (SIEHS), (<http://siehs.org/tender-documents/>) bidder is required to enclose Pay Order / Demand Draft for the tender fee (Rs. 1,000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates.
2. SIEHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the website, SIEHS will not be responsible of any confusion or misunderstanding in this regard.
3. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.
4. SIEHS reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2022).
5. No tender shall be sold on the date of opening of bid.

## SCOPE OF WORK

### Business Requirement:

SIEHS is using APC Smart-UPS 16 and 20 kVA for managing its unabrupt power for Data center critical devices, network access switches and C&C agents' desktops.

## SCOPE OF WORK

- Contract will provide 24x7x365 days Support.
- Technical person should he available at site within 2 hours.
- Same module Backup will provide if the faulty UPS need to send the vendor. (Keep redundancy as configured)
- Batteries & UPS health checking/ Preventive Maintenance on quarterly basis.

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- The contract will include repair, maintenance and replacement of Parts & batteries
- If the faulty UPS needs to remove from the location, immediate backup will be provided by the contractor.

**Maintenance scope will include**

- Cleaning of equipment and logging of all measurements taken
- Checking the mechanical soundness of all UPS components
- Simulation of operation and, if necessary, making adjustments to the electronic control circuits etc.
- Checking and adjustment of all electronic supervisory and alarm circuits
- Control checks on all thyristors, diodes, and transformers and filter elements.
- Advice of any parts found defective and replace
- Checking of internal batteries
- Compile comprehensive maintenance report

**Parts / tools**

- Vendor will be responsible to provide parts/tools for the repair and maintenance of equipment

**Preventive Maintenance**

- During the contract period contractor will provide four (4) preventive maintenance visits to keep the equipment operational.

**Repair scope will include**

- Service Provider shall repair equipment/ parts (i.e. UPS, power module, etc.) if any of those become faulty.
- If faulty equipment/ parts (i.e. UPS, power module, etc) are not repairable, Service Provider shall provide replacement of that equipment/ part.
- Service Provider shall replace batteries if any battery is becoming faulty or weak and backup time is reduced as a result.

**Backup Equipment**

- In order to provide minimum outage during services or minimum down time, Service Provider shall provide backup equipment in place of any faulty equipment to maintain smooth operation.
- Due to critical nature of services, Service Provider shall provide following inventory at Customer's premises which can be kept in a safe custody as specified by Service Provider.

1. 20KVA Power Module
2. MIM or RIM of Symmetra LX UPS
3. SNMP Card of 16 & 20 kva UPS

## Complaint Handling Time

### Response Time

Service Provider shall respond to complaints. Lodged by SIEHS according to the following timelines.

S.No	Complaint lodging	Response Time
1	Mon-Sun 24 hours	1-2 Hours

### Repair Time

Service Provider shall repair the faults of equipment in following timelines.

S.No	Type of Fault	Repair Time
1	Minor fault*	1-3 Hours
2	Major fault*	1-3 Days

## Equipment Covered Under This Agreement

Following equipment will be covered under this agreement:

S.No	Equipment Description	Serial No
1	APC Smart SUVTP20KH3B4S (with parts and batteries)	PS1204130393
2	APC Smart SUVTP20KH3B4S (with parts and batteries)	PS0933240782
3	APC Symmetra SYA16K161 (with parts and batteries)	PD0550131596

## Payment

SIEHS shall be pay on quarterly basis.

## BIDDING PROCEDURE

Bids should be submitted in accordance with instructions and bidding procedure shared in this document. Bids are invited as per Single Stage – Two Envelope Procedure in accordance with rule sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2022).

## INSTRUCTIONS TO BIDDERS

1. Bidder must read all the contents of IFB/NIT as well as Bidding Document and understand all the requirements.
2. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.

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3. The Bid Form(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.
4. Bid Security shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.
5. There should not be any over-writing, double writing, crossed, additional conditions.
6. Rates are to be quoted clearly in digits as well as in words.
7. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
8. Bids shall be submitted in accordance with Single stage – Two Envelope Procedure.
9. Bidder shall prepare two separate envelopes for Technical as well as Financial Proposal.
10. Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Proposal accordingly.
11. Bidder(s) must write the “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” on the face of relevant sealed envelopes containing relevant bid/offer in it.
12. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, without tender fee, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.

#### **ELIGIBILITY CRITERIA FOR BIDDERS**

1. Bidder which meets the following eligibility criteria / mandatory requirements would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document.
2. Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.
3. Bidder shall complete all the terms & conditions of this Bidding Document.
4. Bidder able to enclose the documents as per the list of required bidding document.
5. Companies must be available on List of Active Tax Payers” of FBR (for Income Tax) and SRB (For Sales Tax) websites.
6. Certificate of Incorporation issued by the Securities & Exchange Commission of Pakistan (SECP)
7. The bidder must have at least 05 years of experience in the relevant field.
8. Details of turn-over (Including in terms of Rupees) of at least last three years.
9. Registration with NTN/ FBR / SRB.
10. Affidavit that firm has never been blacklisted
11. Tender Fee of Rs. 1,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services.
12. Authorization from the Manufacturer to represent them as Authorized Agents / Dealer. (If any)

#### **LIST OF DOCUMENTS TO BE ENCLOSED: -**

1. Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**.
2. Original Bidding Document purchase receipt or Pay Order of Rs.1,000/- in favor of Sindh Integrated Emergency and Health Services (NTN: 4979065)



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3. Copy of Pay Order in respect of Bid Security after hiding the amount
4. Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax;
5. Attested copy of CNIC of signatory of the Bid Form;
6. Audited Financial Statement of the bidder for last three years;
7. Complete details of turn-over of at least last three years duly supported with the documentary evidence;
8. Affidavit on stamp paper duly notarized to the effect that the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
9. Affidavits duly notarized to the effect that the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
10. Valid documentary evidence in support of evaluation and qualification criteria.

Bidder(s) must ensure that the following documents are enclosed with the **Financial Proposal**

1. Bid Security of required amount and form.
2. Bid form(s) duly filled in all respect clearly quote the price.
3. Once again note that bidder must ensure that the Bid Form is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words.
4. Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.


Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. SIEHS shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any

### **CLARIFICATION / QUERIES ON TENDERING DOCUMENTS**

A prospective bidder requiring any clarification(s) may notify to SIEHS in writing via email address provided in the bid data sheet duly referring the title of the tender in email subject. The concerned officer will respond to any request for clarification within 03 calendar days, provided they are received at least five calendar days prior to the date of opening of bid. Clarification response will be shared with all prospective bidders that have deposited the tender fee.

### **BID PRICE**

1. The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
2. The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).

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3. If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the Income Tax / SST / GST or other taxes during the contract period shall be passed on to SIEHS.
4. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

### **VALIDITY OF BIDS**

Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.

### **LANGUAGE OF BIDS:**

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.

### **BID SECURITY / EARNEST MONEY**

1. The bid must be accompanied by a bid security in shape of a DD/Pay Order of 2% of the total contract value in favor of "Sindh Integrated Emergency and Health Services" on account of Earnest Money/Bid Bond (refundable) valid for a period of 28 days beyond the bid validity date. For unsuccessful parties the earnest money will be refunded within a period one month after the finalization of successful bidder.
2. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
3. Any bid not accompanied by an acceptable bid security shall be rejected by the SIEHS as non-responsive.
4. The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
5. The bid security of the successful contractor will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement. The successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation, the successful bidder shall submit the balance amount on account of Performance Guarantee.

### **ACCEPTANCE / REJECTION OF BID**

A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.

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The bid shall be rejected if:

1. It is substantially non-responsive in a manner prescribed in this tender document.
2. It is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.
3. Bidder has conflict of interest with the SIEHS.
4. Bidder engages in corrupt or fraudulent practices in competing for Contract award.
5. Bidder tries to influence the bid evaluation / Contract award.
6. Bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
7. Unsigned, incomplete, partial, ambiguous, conditional, alternative, late
8. Any bidder encloses the financial bid within the technical bid, the same shall be rejected, as bids are invited according to the Single Stage – Two Envelope Procedure
9. Qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly
10. Without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
11. Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria
12. Bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ
13. Bid submitted with shorter bid validity period
14. Bidder fails to meet the minimum evaluation criteria requirements
15. Bid not accompanied by the Bid Security (Earnest Money) of required amount and form
16. Bidder refuses to accept the corrected Total Bid Amount / Price
17. The Bidder has been blacklisted by any public or private sector organization
18. Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations
19. Black Listed firms will not be considered and will be rejected.

#### **FORFEITURE OF BID SECURITY**


The bid security / earnest money may be forfeited / confiscated:

1. A bidder requests to withdraw his or its bid after opening but within the bid validity period
2. Successful bidder fails to furnish performance security
3. Successful bidder fails to sign the contract
4. A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors.
5. A bidder has been found black listed by any agency of Federal or Provincial Government.
6. In case of the bidder Company fails to provide the satisfactory services / goods / works.

#### **CANCELLATION OF BIDDING PROCESS**

SIEHS procurement committee:

1. May cancel the bidding process at any time prior to the acceptance of a bid or proposal.
2. Shall incur no liability towards the bidders.

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3. Shall intimate the cancellation of bidding process immediately and upload a notice on the company website followed by prompt return of bid security.
4. Shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

#### **AMENDMENT OF TENDER DOCUMENT**

- a. At any time prior to the deadline for submission of bids, SIEHS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing an note to the provided email address shared by the bidder.
- b. Any amendments thus issued shall form eternal part of the tender document. To offer bidders a reasonable timeframe for preparing revised bids, the SIEHS may at its discretion extend the deadline for submission of bids.

#### **PERIOD OF CONTRACT**


Initially contract shall be signed for a period of eight months (08 months), however, contract can be extended with mutual agreement for a period of further one year (12 months). The contract may further be renewed for next year on mutual consent of both the parties on annual basis, maximum up to three years (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period. Upon signing of agreement with successful bidder, the filled bidding documents will be part of agreement. The price for 2<sup>nd</sup> and 3<sup>rd</sup> year (if renewed) cannot be more than the annual CPI published by the State Bank of Pakistan and is subject to mutual agreement.

#### **DEADLINE FOR SUBMISSION OF BID**

Bids must be received at the identified address no later than the time and date specified in the Bid Data Sheet. Any claim against the bids received late shall not be considered at any stage. Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

#### **Single Stage – Two Envelope Procedure.**

1. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal
2. Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion
3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
4. Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of SIEHS without being opened.
5. SIEHS 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

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requirements. No amendments in the technical proposal shall be permitted during the technical evaluation.

6. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
7. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
8. The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
9. Technical / Financial Bids should be submitted in sealed envelope. The inner and outer envelopes shall:
  - i. Be addressed to the SIEHS at the address given in the bidding documents
  - ii. Opened or e-mailed or faxed or telexed bids will not be accepted.
  - iii. Any bid received by the SIEHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
  - iv. Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
  - v. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
  - vi. In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
  - vii. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
  - viii. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified in the bid document.

### **3-B POST BID SUBMISSION**

#### **OPENING OF BID**

1. The date for opening of bids and the last date for the submission of bids shall be as given in the bidding documents and in the tender advertisement. In case, the two dates are different, the date and time, given in the bidding documents shall apply.
2. In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.
3. All bids shall be opened publicly in the presence of all the bidders, or their representatives, who may choose to be present in person, at the time and place announced in the invitation to bid.

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4. The Procurement committee shall read aloud the name of the bidder and total amount of each bid, and of any alternative bids if they have been permitted, shall be read aloud and recorded when opened.
5. All bidders in attendance shall sign an attendance sheet.
6. All bids submitted after the time prescribed as well as those not opened and read out at bid opening, due to any procedural flaw, shall not be considered, and shall be returned without being opened.
7. The envelope marked Financial Proposal shall be retained unopened in the custody of SIEHS.
8. After the evaluation and approval of the technical proposal, the Financial Proposals shall be opened of the technically accepted / qualified bids having the minimum qualifying points / marks of 70% or more, at a time, date and venue announced and communicated to the bidders in advance.
9. The opening of Financial Proposal may be extended by the SIEHS, however, same shall be informed through email by SIEHS, but the bids shall be opened within the bid validity period.

## **EVALUATION OF BIDS**

1. All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.
2. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issuance of notice for invitation of bids.
3. Bids/Offers including Technical Proposal/Financial Proposals of only eligible bidders to be evaluated by the Committee constituted by the SIEHS for the purpose.
4. The Committee may seek the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be changing the sanctity of original bid.
5. The Bids/Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

## **ANNOUNCEMENT OF BID EVALUATION REPORT**

1. Procurement committee shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids.
2. The report shall be uploaded on SIEHS website and intimated to all the bidders through email at least three (3) working days prior to the award of contract.

## **BID EVALUATION CRITERIA**

### **TECHNICAL EVALUATION – 75 Marks**

THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS. The bidder which attains the highest combined weighted technical and financial score according to the following criteria shall be selected.

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1. The Bids shall be evaluated on complete Lot / Group / Package basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.
2. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
3. Bidders achieving minimum 70% overall points / marks will be considered only for further process besides minimum compliance of 30% points/marks is mandatory in all clauses. Documentary evidence must be attached in support of your claim.
4. Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

Sr#	Description	Requirements	Allocated Marks
<b>Technical Evaluation Criteria - 75 marks</b>			
1	Head / Regional office in Karachi	Documentary proof / undertaking	5
2	Authorization from OEM	Letter from OEM <ul style="list-style-type: none"> <li>• Premier/ Select partner = 10 Points</li> </ul>	10
3	Organizational structure and technical staff with certificates	List of relevant Staff / CVs (Minimum 2 certified resource)	5
4	Clientele list with email and contact number (Current Annual Maintenance Contract of APC UPS)	Client References (1 point for each client and maximum 5 client)	5
5	Customer Support / Service (Response & Repair) Time	Compliance to complaint Handling Time mentioned in the requirement section	10
6	Parts & Batteries replacement included in SLA	16 & 20 kva UPS	20
7	Advance Backup Inventory placed in SIEHS Head Office	<ul style="list-style-type: none"> <li>• 20KVA Power Module – 10 points</li> <li>• MIM or RIM of Symmetra LX 16 kva UPS – 5 points</li> <li>• SNMP Card of 16 and 20 kva UPS – 5 points</li> </ul>	20

Qualified bidder will require 70% marks

### **FINANCIAL EVALUATION – 25 Marks**

SIEHS shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to SIEHS.

Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.

Marks obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial score)

Sr. #	Description	Requirements	Allocated Marks
<b>Financial Evaluation Criteria - 25 marks</b>			
1	Valid Sindh Sales Tax / Sindh Revenue Board SRB certificate	Documentary proof	5
2	Average Annual turnover during last 3 fiscal years 10 Million – 100 Million (5 Marks)		5
3	Lowest quoted price		15

### CLARIFICATIONS / CORRECTIONS OF BID

To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response will be in writing via email and no change in the price or substance of the bid will be permitted.

Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
2. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

### PENALTY

In case of delay or incomplete delivery / services beyond the given timeline or any extended period duly approved by SIEHS, 0.33% of total amount of the Purchase Order/Contract will be charged as penalty per day up to a maximum of 10%. In case if the delivery is still delayed beyond the extended timeline, SIEHS may resort to cancellation of the order with no liabilities towards SIEHS.



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## **PERFORMANCE SECURITY**

The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Pay Order or Demand Draft or a Bank Guarantee in favor of SIEHS issued by a scheduled bank in Pakistan valid for a period of thirty (30) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance security.

## **REFUND OF PERFORMANCE SECURITY**

The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.

## **FORFEITURE OF PERFORMANCE SECURITY**

1. In the event of failure to provide items/services as per Contract Agreement / Work Order within the stipulated period, the performance security may be forfeited.
2. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
3. If any equipment / instrument or property of SIEHS or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.

## **APPLICABLE LAW**

The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

## **ARBITRATION:**

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the SIEHS and the bidder company. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the SIEHS and the bidder company within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

### **RIGHT TO VARY QUANTITIES AND SPLIT ORDER**

SIEHS reserves the right to increase and/or decrease the quantity and/or drop any or multiple items/ services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

### **TERMINATION & CANCELATION OF CONTRACT:**

If the bidder company fails to provide the satisfactory services, the SIEHS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

### **REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY:**

Redressal of Grievances & settlement of dispute will be as per Rule 30 & 31 of SPPRA Rule-2010 (Amended 2022).

### **COST OF TENDERING**

The bidder shall bear all costs associated with the preparation and submission of its documents, while SIEHS in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **COST OF STAMP DUTY**

0.35% or notified by the Government of Sindh, will be paid by successful bidder as stamp duty.

### **THIRD PARTY SERVICES:**

If required, will be the responsibility of the bidder. Sindh Integrated Emergency and Health Services will not be a party to any such agreement between the bidder and any of its vendors, sub-contractor, if so.

### **CANCELLATION OF CONTRACT**

If the successful bidder fails to provide the satisfactory services, the SIEHS shall be entitled with the option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

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## TENDER TIMELINES

The estimated timing for the key milestones in the tender process is as follows:

Steps	Time line	Start Date	End Date
Tender advertisement published in the newspapers		30 Aug 2022	-
Tender collection by interested bidders	From the date of tender publishing till before opening of bids	30 Aug 2022	14 Sep 2022
Addressing of queries from bidders	From the date of tender publishing till 05 calendar days to the bid submission date	30 Aug 2022	10 Sep 2022
Bid submission by vendors	Maximum by 10:00 am	15 Sep 2022	
Technical proposal opening by committee	10:30 am	15 Sep 2022	15 Sep 2022
Technical proposal evaluation by committee	3 working days	16 Sep 2022	20 Sep 2022
Financial bid opening by tender committee (only technically qualified bidders)	After technical evaluation completion @ 3:00 pm	21 Sep 2022	21 Sep 2022
Comparative analysis of financial proposals along with clarification of queries if any	3 working days	22 Sep 2022	27 Sep 2022
Internal approvals and project award with Letter of intent	3 working days	28 Sep 2022	30 Sep 2022
Contract signing	working days	3 Oct 2022	7 Oct 2022

\*Timeline is estimated and may change based on technical complexities. For any changes of dates, bidders will be informed via email on their provided correspondence email id.

BID DATA SHEET	
Company name	Sindh Integrated Emergency & Health Services (SIEHS)
Postal address	Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.
Procurement Focal person	Attention to : Ms. Tehreem Qazi
Email address	procurement@siehs.org
Contact number	021-111-111-823, Ext 2004
Pricing mechanism	The price shall be fixed during the contract period.

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Bid security	Amount of bid security should be 2% of the total bid price
Bid validity	Bid validity period shall be 90 days after opening of technical proposal
Deadline for bid submission	15 Sep 2022
Date, Time and Place of Bid opening of technical proposal	15 Sep 2022 at 10:30 am in SIEHS Head office (address above)
Date, Time and Place of Bid opening of commercial proposal	21 Sep 2022 at 3:00 pm in SIEHS Head Office
Performance Security	5% of the total contract value as per agreed timeline for completion of project. This amount will be returned to the supplier once the satisfactory report received from SIEHS

**CONTACT DETAILS OF THE BIDDER**

Name of the Company	
Company NTN	
Company GST No.	
Provincial sales tax numbers (SST)	
Office Address	
Name of the authorized contact person for tender project	
Email address for tender query correspondence	
Telephone No with extension if any	
Mobile No.	
Signature of Authorized Person (Name & Designation)	
Company stamp if available	

**SPPRA INTEGRITY PACT (To be signed with bidder awarded the contract)**

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**BID FORM / PRICE SCHEDULE**

(To be submitted on Official Company Letterhead duly Signed & Stamp)

S.No	Item Name	Qty.	UOM	Rate in PKR	Tax	Rate in PKR (incl. tax)
1	APC UPS and Isolation Transformer Maintenance Service	12	month			

- The above rates are inclusive of all taxes (WHT/SRB/GST)/duties/delivery charges etc.
- Above rates are inclusive of all requirements mentioned SOW
- Validity of Offer: 90 days from date of tender opening

Signature with date: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Stamp: \_\_\_\_\_