

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES
- 2) PROVINCIAL / LOCAL GOVT / OTHER PROVINCIAL
- 3) TITLE OF CONTRACT PROVISION OF AMBULANCE PAINTWORK AND BRANDING SERVICES
- 4) TENDER NUMBER TENDER 46-2023
- 5) BRIEF DESCRIPTION OF CONTRACT PAINTWORK REQUIRED FOR 39 AMBULANCES FROM EXSISTING YELLOW COLOR TO WHITE AND WITH STICKER BRANDING
- 6) FORUM THAT APPROVED THE SCHEME BUDGET APPROVED BY BOD OF SIEHS
- 7) TENDER ESTIMATED VALUE PKR 5,000,000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) NOT APPLICABLE
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 25TH MAY 2024
- 10) TENDER OPENED ON (DATE & TIME) 24TH FEBRUARY 2023 AT 10:00 AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT (Enclose a copy) ATTACHED
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S. S.HUSSAIN & SONS, FLAT 303, 3RD FLOOR, HAUM MANZIL, BABA-E-URDU ROAD, DOW MEDICAL COLLEGE, KARACHI
- 16) CONTRACT AWARD PRICE PKR 4,723,965/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID) 1st M/S S.Hussain & Sons value Rs. 4,723,965
2nd M/S Lahore Central Motors value Rs. 6,235,905
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT CEO - SIEHS

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<input type="checkbox"/>
No	SPPRA PORTAL COMPLETION IN PROCESS

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	2 nd FEBRUARY 2023 DAWN, JANG & KAWISH
No	<input type="checkbox"/>

22) NATURE OF CONTRACT

Domestic	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
----------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
NOT APPLICABLE			

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

List of bidders:

- (1) M/s Lahore Central Motors,
- (2) M/s Honda United
- (3) M/s S. Hussain & Sons.

 SINDH GOVERNMENT	SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES BID EVALUATION REPORT
--	---

Bids Evaluation Report

Name of Procuring Agency	Sindh Integrated Emergency & Health Services (SIEHS)
Tender Reference No	Tender Document – T46/2023
Tender Description/Item/services	Ambulance paintwork and branding
Budget Available	Yes
Method of Procurement	Single Stage - One Envelope Procedure
Tender Published in Newspapers	Newspapers (Dawn, Jang and Kewish)
Date of Publication	2 nd February 2023
Total Bids Received	03
Technical Bid Opening date by procurement committee	24 th February 2023
Technical Evaluation completed by technical evaluation committee	16 th March 2023
Bids Rejected	None

Technical Evaluation Committee Report:

As per notification of SIEHS (copy attached) to establish technical evaluation committee, the following three staff were nominated to perform technical evaluation of received bids against Tender number – T46/2023.

Description	Nominated Staff Member
User/requester: Fleet Department	Mr. Muhammad Ibrar
Nominated Member from Marketing Department	Mr. Muraza Abbasi
Nominated staff member from Neutral Department	Mr. Saad Ghilto



Summary:

In result of publication of tender, three bids were received from the following bidders

- (1) M/s Lahore Central Motors, (2) M/s Honda United pvt and (3) M/s S. Hussain & Sons.

The technical evaluation committee thoroughly reviewed the technical proposal of each bidder in view of the technical evaluation criteria defined in the tender document.

Result of Technical Evaluation (copy signed technical evaluation report is attached).

Bids Qualified:

- M/s Lahore Central Motors and M/s S. Hussain & Sons are **technically qualified** after meeting all aspects of eligibility criteria as defined in the tender document.

Bids Disqualified:

- M/s Honda United is **technically disqualified** due to the fact that eligibility criteria as mentioned in the tender document required: "Details of financial turn-over of at least past three years accompanied by income tax return document or financial audit report". The bidder provided only a Bank Certificate from Meezan Bank stating credit and debit transactions. Based on missing document required in the eligibility criteria for evaluation, the bidder is considered non-responsive for further proceedings.

Handwritten signatures and initials.

FINANCIAL EVALUATION

Sl#	Description	Quantity	UOM	S. Hussain & Sons		Lahore Central Motors	
				Unit price with tax	Total amount with tax	Unit price with tax	Total amount with tax
1	Paintwork and branding of Hiace vehicle (Vehicles in Karachi)	15	job	130,515	1,957,725	159,895	2,398,425
2a	Paintwork and branding of Hiux vehicle (if work to be done in Karachi)	24	job	115,200	2,765,240	156,895	3,977,410
2b	Paintwork and branding of Hiux vehicle (if work to be done in Maki - Thatta)	24	job	-	-	193,795	4,851,080

(1) S. Hussain & Sons:

(i) Sl# 1 + Option 2a = (Rs. 1,957,725 + Rs. 2,765,240) = 4,722,965

(2) Lahore Central Motors:

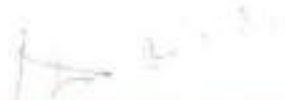
(i) Sl# 1 + Option 2a = Rs. 5,235,905

(ii) Sl# 1 + Option 2b = Rs. 7,348,505


RECOMMENDATION

 The award of contract recommends by procurement committee in favor of M/s S. Hussain & Sons as technically qualified and lowest price bidder for the contract value of Rs. 4,722,965.


 Dr. Muhammad Saqib Qureshi
 VC, DUHS - Chairman


 Mr. Mohammad Ibrahim Memon
 Additional Secretary (PM&I) Health
 Department, GoS - Member


 Mr. Syed Saqib Ali
 D.G. PDMA - Member


 Mr. Muhammad Hashim

Remarks / Observations

	S. Hassan & Sons	Lafren Central Motors
	Date of visit - Wednesday, 17 th March 2022	Date of visit - Tuesday, 16 th March 2022
	Visit duration from the workshop - Mr. S. S. Raju Raju and Mr. Ajay Anand	Visit duration from the workshop - Mr. Raju
	Location - Shop # 1, Sector 21 A, Near New World Town, Kuvempu Industrial Area	Location - Panna Suburban Township, Plot # 22, Sector 16, Kuvempu Industrial Area, Near Kuvempu Bus Station
	Comments	Comments
Site visit overview	<p>Customer facility was inspected and found the following comments:</p> <ol style="list-style-type: none"> 1. Adequate parking equipment / machinery available at the premises. 2. Experienced team of painters & workers. 3. Flooring / work space is adequate for 2-4 vehicles being painted at the same time. 4. Toyota & Suzuki vehicles were present and during painting work was ongoing. 5. Proper painting equipment / supplies were found satisfactory. 6. Relatively low service charges. 	<p>Facility facility was inspected and found the following comments:</p> <ol style="list-style-type: none"> 1. Adequate parking equipment / machinery available at the premises. 2. Experienced team of painter/worker. 3. Easy road access for vehicles to reach the work area. 4. Panna Pearl City vehicles were present and during painting work was ongoing. 5. Good work shop.

All the above information is correct as far as the information is concerned and is being submitted.

Technical committee members

(Handwritten signatures of technical committee members)



c

Appendix - 1

Sl. No.	Barcode Description	Quantity	Unit	S. Hassan & Sons		Lafren Central Motors		Panna United	
				Unit price with tax	Total amount with tax	Unit price with tax	Total amount with tax	Unit price with tax	Total amount with tax
01	Paints - comprising of Base coat (Mazda) in Kalsoda	15	kg	108.571	1,628.5725	108.895	1,633.425	108.200	1,623.000
02	Paints - comprising of Base coat (Suzuki) in Kalsoda	15	kg	145.333	2,180.000	108.895	1,633.425	108.200	1,623.000
03	Paints - comprising of Base coat (Toyota) in Kalsoda	15	kg	145.333	2,180.000	108.895	1,633.425	108.200	1,623.000
Grand total with tax					4,722,995		4,899,995		4,869,000

S. Hassan & Sons

Contact - 201-4-20000

Lafren Central Motors

Contact - 201-4-20000

Contact - 201-4-20000

Panna United

Contact - 201-4-20000

Contact - 201-4-20000

(Handwritten signatures)



ELIGIBILITY CRITERIA FOR BIDDERS

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.

Verifiable documentary proof for all following requirements are mandatory requirement, noncompliance will lead to disqualification.

1. Bidder shall complete all the terms & conditions of this bidding document.
2. Bidder able to enclose the documents as per the list of required bidding document.
3. Companies must be available on List of Active Tax Payers^o of FBR (for Income Tax) and GST / SRB (For Sales Tax) websites.
4. For any existing or previous service / goods provider to Sindh Integrated Emergency and Health Services (SIEHS) or Aman Health Care Services (AHCS), the bidder needs to obtain a **'Satisfactory performance letter'** from SIEHS or AHCS. This letter can be obtained by a written request to SIEHS's procurement department or technical end user department.
5. Details of financial turn-over of at least past three years supported by income tax return document or financial audit report.
6. Affidavit on Rs.100 stamp paper that the firm is not blacklisted & involved in any active litigation with GoP or GoS.
7. Undertaking to provide access for physical inspection of working area/factory/workshop at the time of evaluation and during execution of contract.
8. Tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0)

BID EVALUATION CRITERIA

The bids shall be evaluated on most advantage bid basis and bidder needs to be complaint with all requirements mentioned in the below criteria.

Sr. #	Description	Mandatory Requirements
1	Bidder is registered in Income tax	
2	Bidder is registered in SRB to provide services of paintwork and branding	
3	Company existence from date of operations is 3 years or above	Certificate of incorporation (photocopy) is required
4	Gross revenue per year (excluding Sales tax, FED) for last 3 years (2019-20, 2020-21 & 2021-22) is more than Rs 5 Million annually	Auditor's certified financial statements for last 3 years or Income tax return is required
5	Relevant experience of minimum 3 years for paintwork and branding (2019-20, 2020-21 & 2021-22) (in case the bidder is bidding in collaboration with any third party service provider, experience of 3rd party needs to be established)	Documentary proof required such as purchase orders, contracts etc SIEHS reserves the right to verify the premises of the 3 rd party

For the purposes of determining the best advantageous bid (amongst qualified bidders), factors such as price, payment terms, delivery timelines, previous performances, previous experience, OEM authorization, quality assurance, expertise, number of vehicles worked on simultaneously, vehicle movement costs to bidder's location and such other details may be considering with SIEHS having the discretion to decide accordingly.



S. Hussain & Sons

THE SUPPLY CHAIN MANAGEMENT COMPANY

NTN # 3952323-3 GST # 1700395232312

Integrity Pact

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

ContractNumber: Tender 46-2023 Dated: 7th April 2023
ContractValue: PKR 4,723,965
ContractTitle: PROVISION OF AMBULANCE PAINTWORK AND BRANDING SERVICES

S. Hussain & Sons 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, S. Hussain & Sons 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, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

S. Hussain & Sons 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.

S. Hussain & Sons 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, S. Hussain & Sons 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 S. Hussain & Sons 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.


Sindh Integrated Emergency
and Health Services


S. Hussain & Sons



NBP-0002-2304180002217315

GoS-KHI-35C8A1312629D1D8

Non-Judicial

Rs 16,534/-

Description	: Contract - 15(a)
Principal	: Sindh Integrated Emergency Health Services [49790650]
Contractor	: S. Hussain & Sons [39523233]
Applicant	: Moiz [42301-0189115-7]
Stamp Duty Paid by	: S. Hussain & Sons [39523233]
Issue Date	: 18-Apr-2023, 11:02:23 AM
Paid Through Challen	: 2023C96DAAE07155
Amount in Words	: Sixteen Thousand Five Hundred and Thirty Four Rupees Only

Please Write Below This Line

Provision of ambulance paintwork and branding services - Tender reference 46-2023
THIS AGREEMENT / CONTRACT is made at Karachi on this 10th April 2023

BETWEEN

Messers S. Hussain & Sons, a company having its registered office at Plot # Flat 303, 3rd Floor, Hatim Manzil, Baba-e-Urdu Road, Dow Medical College, Karachi, Sindh, Pakistan hereinafter called "Supplier / Service Provider", (which expression shall wherever the context so admits mean and include its successors-in-interest and permitted assigns) of the ONE PART.

AND

Sindh Integrated Emergency and Health Services (SIEHS), a section 42 not-for-profit company registered under the laws of the Islamic Republic of Pakistan and having its office at 43, 15/Y, Block 6 PECHS Raazi Road, Karachi, Sindh, Pakistan hereinafter called "the Company" (which expression wherever the context so admits shall mean and include its successors-in-interest and assigns) of the OTHER PART.

Messers S. Hussain & Sons and Sindh Integrated Emergency and Health Services are hereinafter collectively referred to as the "Parties" and individually as a "Party"

WHEREAS Sindh Integrated Emergency and Health Services is a section 42 not-for-profit company focusing on Health and Ambulance Operations based and operating in Pakistan.

AND WHEREAS the Supplier / Service Provider has agreed to provide goods / services and Company has agreed to take the goods / services as per the terms & conditions, scope of work (descriptions / specifications) as given in annexures of this agreement / contract.

NOW THEREFORE THIS AGREEMENT / CONTRACT WITNESSETH:

Annexure A – General Terms and Conditions
Annexure B – Scope of Work
Annexure C – Price Schedule / Contract Price



Annexure A
GENERAL TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

The following definitions shall apply to this Agreement / contract except where the context otherwise requires. Words importing the singular include the plural and vice versa where the context requires.

1.1 COMPANY

Company shall mean Sindh Integrated Emergency and Health Services (SIEHS).

1.2 COMPANY REPRESENTATIVE

Company Representative shall mean any person nominated to coordinate and deal with the Supplier / Service Provider or with Supplier's / Service Provider's Organization on behalf of the Company. The terms Requestor or End user or Business Unit where used in this Agreement / contract shall have the same meaning as the Company Representative.

1.3 SUPPLIER / SERVICE PROVIDER

Supplier / Service Provider shall mean the person or Company identified in this Agreement / contract or the person or the Company identified in the Purchase Order as the Supplier of Goods / Service. Where the term "Seller" or "Vendor" or "Contractor" appear they shall be taken to mean Supplier / Service Provider.

1.4 SUPPLIER / SERVICE PROVIDER'S ORGANISATION

Supplier / Service Provider's Organization shall mean subsidiaries and/or any other person or Company having an Agreement / contract directly or indirectly with the supplier / service provider for the supply of Goods / Services.

1.5 AGREEMENT / CONTRACT

Agreement / contract / means this agreement / contract.

1.6 GOODS

Goods mean the material and equipment to be supplied by the Supplier or Supplier's Organization as specified in Annexure B and/or the Purchase Order.

1.7 SERVICES

Services shall mean the services to be provided by and execution of work to be done by the Service Provider as specified in Annexure B and/or the Purchase Order.

1.8 PURCHASE ORDER

Purchase Order means an order to purchase Goods and Services from the Supplier / Service Provider or Supplier's / Service Provider's Organization placed by the Company as and when required.

1.9 INSPECTION

Inspection shall mean Inspection by the Company's Representative of the Goods supplied / Service provided.

1.10 DELIVERY

Delivery shall mean the point or location(s) where the Company takes possession of the Goods and Services or a part of the Goods and Services.

1.11 CONFIDENTIAL INFORMATION

Confidential Information means all oral, electronic, and written information and material, in tangible and intangible format (including, without limitation, financial information, irrespective of the form of communication), which whether designated as "Confidential" or not is considered as confidential.

1.11.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information explicitly marked confidential without, in each instance, obtaining the express prior written consent of the owner thereof. However, information required to be published publicly under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential. These obligations shall survive the expiration or termination of this Agreement.

1.11.2 Each Party acknowledges and agrees that the Confidential information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential information.



for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential.

1.11.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry/cancellation of this Agreement and remain valid and in full force even after the termination/expiry/cancellation of this Agreement.

1.12 LAW

Law means any applicable federal, state, or local Law, regulation, rules, or ordinance enforced in Pakistan.

ARTICLE 2

SCOPE OF WORK

2.1 The Supplier / Service Provider shall supply the goods / services according to the specification and description as given in **Annexure B**.

ARTICLE 3

BUSINESS INTEGRITY

3.1 The Supplier / Service Provider shall act in accordance with the provisions of this Agreement / contract, rules and policies of the Company as communicated and:

- a. shall ensure that the goods / services supplied are as per specifications and free from all defects.
- b. should comply with any conditions or warranties provided for by law.

ARTICLE 4

CONTRACT PRICE

4.1 In full consideration of the Supply of Goods / Service provided and of the fulfillment of other obligations under the Agreement / contract, the Company shall, subject to the provisions of the Agreement / contract, pay or cause to be paid to Supplier / Service Provider the contract price of the goods / services in accordance with the provisions of the **Annexure C**.

4.2 The Parties shall defend, indemnify and hold harmless each other from any liability resulting failure to comply with the reporting or other procedural requirements with respect to their payment.

ARTICLE 5

TERMS OF PAYMENT

5.1 In consideration of goods / services supplied / provided as per specifications and verified by the relevant department, the Company will make payment to the Supplier / Service Provider mentioned in **Annexure C**.

5.2 Contract price as specified in **Annexure C** of the Agreement / contract shall remain unchanged during the term of this Agreement / contract unless the provision of price revision is provided in the tender document.

5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made after **Fourteen (14) days** of submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the Company. Invoices must be sent to Company User / Finance Department.

ARTICLE 6

EXAMINATION & PERFORMANCE GUARANTEE

6.1 Company or its designates shall have the right, at any time, to examine the goods supplied / services provided by the Supplier / Service Provider and their performance and to reject any items found to be not in accordance with the provisions of the Agreement / contract or the specifications provided for supply of goods/ services for which the Company shall have sole discretion. No such examination or rejection shall relieve Supplier / Service Provider of any of its obligations and/or liabilities under the Agreement / contract.

6.2 Any additional work to be performed or action to be taken by Supplier / Service provider resulting from examination or rejection as referred to in Article 6.1 shall not be regarded as a variation in Supplier / Service Provider's Work and shall be carried out at Supplier / Service Provider's own expense.



6.3 The rejected Goods will be replaced by the Supplier / Service Provider at its own cost. In case of failure on the part of the Supplier / Service Provider to replace the rejected equipment or material / service, the Company shall be entitled to deduct the entire cost of the rejected equipment or material from the Supplier's invoices which may be due for payment.

6.4 The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender 46-2023 in the shape of Pay Order or Demand Draft or a Bank Guarantee in favor of the Company issued by a scheduled bank in Pakistan. No interest will be paid on 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 the Company.

6.5 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. 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 Supplier / Service Provider or from any sum due of which may become due to the Supplier / Service Provider. If any equipment / instrument or property of the Company 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 Supplier / Service Provider.

**ARTICLE 7
INDEMNIFICATION**

7.1 Supplier / Service Provider hereby agrees and undertakes to indemnify and hold harmless to the Company, its members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees, and agents ("indemnified parties") from and against all proceedings, costs, charges, obligations, liabilities, actions, claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, costs and legal fees which may be rendered against the Company.

7.2 Without prejudice to the provision of Article 7.1, Supplier / Service Provider shall hold harmless and indemnify the Company from and against all liens, attachments or claims by Supplier / Service Provider's Representatives or persons alleging to be Supplier / Service Provider's Representatives in connection with or arising out of Supplier / Service Provider's Work. The Company shall have the right to withhold the amount involved in the cost arising out of such lien, attachment or claim from any payment due to Supplier / Service Provider until removal of such lien, or attachment or settlement of such claim by Supplier / Service Provider.

**ARTICLE 8
WARRANTY**

8.1 The Supplier / Service Provider warrants and guarantees that the Goods / Services shall be of good standard and quality and shall comply in all respects with the agreed terms and scope of work, and are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable care and skills.

8.2 In case of failure of the Supplier / Service Provider to rectify any defects in the Goods / Services as notified by the Company, the Company shall have the rights to deduct an amount equivalent to the value of goods / services from the Supplier / Service Provider's invoices which may be due for payment and/or terminate this Agreement / contract without prejudice to other rights and remedies available to the Company.

**ARTICLE 9
TERM & TERMINATION**

9.1 This Agreement / contract shall remain in full force and effect for a period of forty five (45) days effective from April 10, 2023 to May 25, 2023.

9.2 Either party will have the option to terminate this Agreement / contract by giving one (1) week written notice in advance. If the Supplier / Service Provider exercises right under this provision in that case the Supplier / Service Provider shall comply with instructions of the Company in respect of the last date for rendering of the Services and till that date the Supplier / Service Provider shall be responsible to provide the Goods/Services.

9.3 Breach of any condition of any term of the Agreement / contract and directions issued by the Company as and when communicated to the Supplier / Service Provider, including the terms of Annexure A, if the Supplier / Service Provider shall not rectify the breach within the stipulated period or comply with the



Obligations of the Supplier / Service Provider, the non-compliance of obligation of the Supplier / Service Provider shall give the Company right to terminate the agreement / contract immediately without prior notice and without prejudice to any other rights which may be available to the Company.

9.4 in the event of the following, the Company shall have the right to immediately terminate this Agreement / contract without assigning any further reason and without any notice in writing or otherwise.

- a. Supplier / Service Provider fails to comply with any provision of this Agreement / contract, and or fails to comply with local / national laws and directions as and when communicated.
- b. Any default by Supplier / Service Provider, or in case the Company wishes to close the business at the Site or wants to use it for some other purposes.

9.5 If the Company shall elect to terminate this Agreement / contract, all rights and obligations of Supplier / Service Provider shall terminate, except for Supplier / Service Provider's indemnification contained herein.

ARTICLE 10 **FORCE MAJEURE**

10.1 Neither Party to this Agreement / contract shall be liable for a delay in the execution of the Agreement / contract or for any failure to fulfill any term of the Agreement / contract if such delay or fulfillment has been caused by Force Majeure.

10.2 Force Majeure shall for the purpose of the Agreement / contract mean an occurrence, which is beyond the control of the party affected and could not have been overcome or prevented by the exercise of reasonable diligence.

10.3 Without prejudice to the generality of Article 10.2 the events falling within Force Majeure include, subject to the conditions of the said Article 10.2, force of nature, lightning, earthquakes, floods, volcanoes, tidal waves, acts of war or public enemy, lockdown due to global pandemic and riots.

10.4 On the occurrence of any condition of Force Majeure the Party so affected shall immediately give verbal notice of such an event to the other Party and promptly confirm that notice by letter or email to the Company Representative.

ARTICLE 11 **ASSIGNMENT**

11.1 Supplier / Service Provider shall not be entitled to assign either in whole or in part any of its rights and obligations to sub-let under the Agreement / contract without the prior written consent thereto of the Company.

11.2 Any Party to whom the rights and obligations under the Agreement / contract are transferred to sub-contractor shall be bound by all the provisions of this Agreement / contract. In addition to Article 11.1, Supplier / Service Provider shall procure as a condition precedent to any assignment that such assignment shall:

- a. Be executed in accordance with the provisions of this Agreement / contract;
- b. Be executed contemporaneously with a separate specific Agreement / contract in favor of and for the benefit of the Company to the effect that the assignee accepts and agrees to be bound by the Agreement / contract;
- c. Be of no force or effect whatsoever unless and until the provisions of this Article 11 have been met, and an executed copy of the Agreement / contract referred to in (b) above has been delivered to the Company as a pre-condition to granting the required written consent.

ARTICLE 12 **COMPLIANCE WITH LAWS**

12.1 Supplier / Service Provider, its employees and agents shall observe and abide by and shall ensure that its subcontractor shall observe and abide by all applicable laws, rules and regulations in Pakistan in connection with the Agreement / contract including but not limited to those with respect to labor and insurance.

12.2 Supplier / Service Provider shall obtain without delay such authorizations, approvals, permits, consents and licenses which are necessary for it to perform the Agreement / contract.



12.3 Supplier / Service Provider specifically undertakes that it shall not engage/hire/employ child labor / force labor in line with local labor law, while discharging its contractual duties hereunder.

12.4 Without prejudice to any other rights that the Company may have the right to terminate the Agreement / contract or any Contract/Work Statement immediately upon notice in writing, if the Supplier / Service Provider violate the provisions of this clause.

ARTICLE 13

WAIVER

13.1 A waiver on the part of the Company or the Supplier / Service Provider of any breach of any term, provision or condition of the Agreement / contract shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of the Agreement / contract.

ARTICLE 14

APPLICABLE LAW

14.1 The validity, applications, interpretation and implementation of the Agreement / contract and any dispute, controversy and claims shall be governed by the laws of the Islamic Republic of Pakistan.

ARTICLE 15

JURISDICTION

15.1 The parties shall submit to the exclusive jurisdiction of the Karachi, Sindh Courts.

ARTICLE 16

LANGUAGE

16.1 For all aspects of the Agreement / contract, the English language shall be the ruling language.

ARTICLE 17

SAFETY

17.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement / contract in order to ensure the safety and health of the personnel of the Company, Supplier / Service Provider and third parties. The Company will not be responsible for compensating any damages sustained by the Supplier / Service Provider due to the negligence of Supplier / Service Provider. Further the Company shall have the right to claim from the Supplier / Service Provide, the damages incurred due to negligence of safety.

ARTICLE 18

NOTICES

18.1 All notices and other communications to be sent by either party to the other shall be communicated if delivered to the other party at its address referred to below or its receipt has been acknowledged in writing provided that either party may any time designate a different address to which notices and other communications are thenceforth to be sent.



Supplier / Service Provider at:

S.Hussain & Sons
Shop # 6 Faiz-E-Hussaini Building Baba-E-Urdu Road
Karachi-74200, Pakistan

Name	Designation	Email	Contact Numbers
Abdul Taiyob	Focal person – Point of contact	shussainsons@gmail.com	0345-2117852

Company at:

Sindh Integrated Emergency and Health Services
Plot # 43-15/K, Block 06, P.E.C.H.S
Karachi, Sindh, Pakistan



Name	Designation	Email	Contact Numbers
Muhammad Sharjeel	Senior Manager	Sharjeel.ulhasan@siehs.org	0301-8220202
Ull Hasan	Procurement		

18.2 Any notice, documents or other writing required by the Supplier / Service Provider to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or, if sent by courier, telex or facsimile or e-mail, when it is received by the addressee.



Annexure B
SCOPE OF WORK (AS PUBLISHED IN TENDER DOCUMENTS)

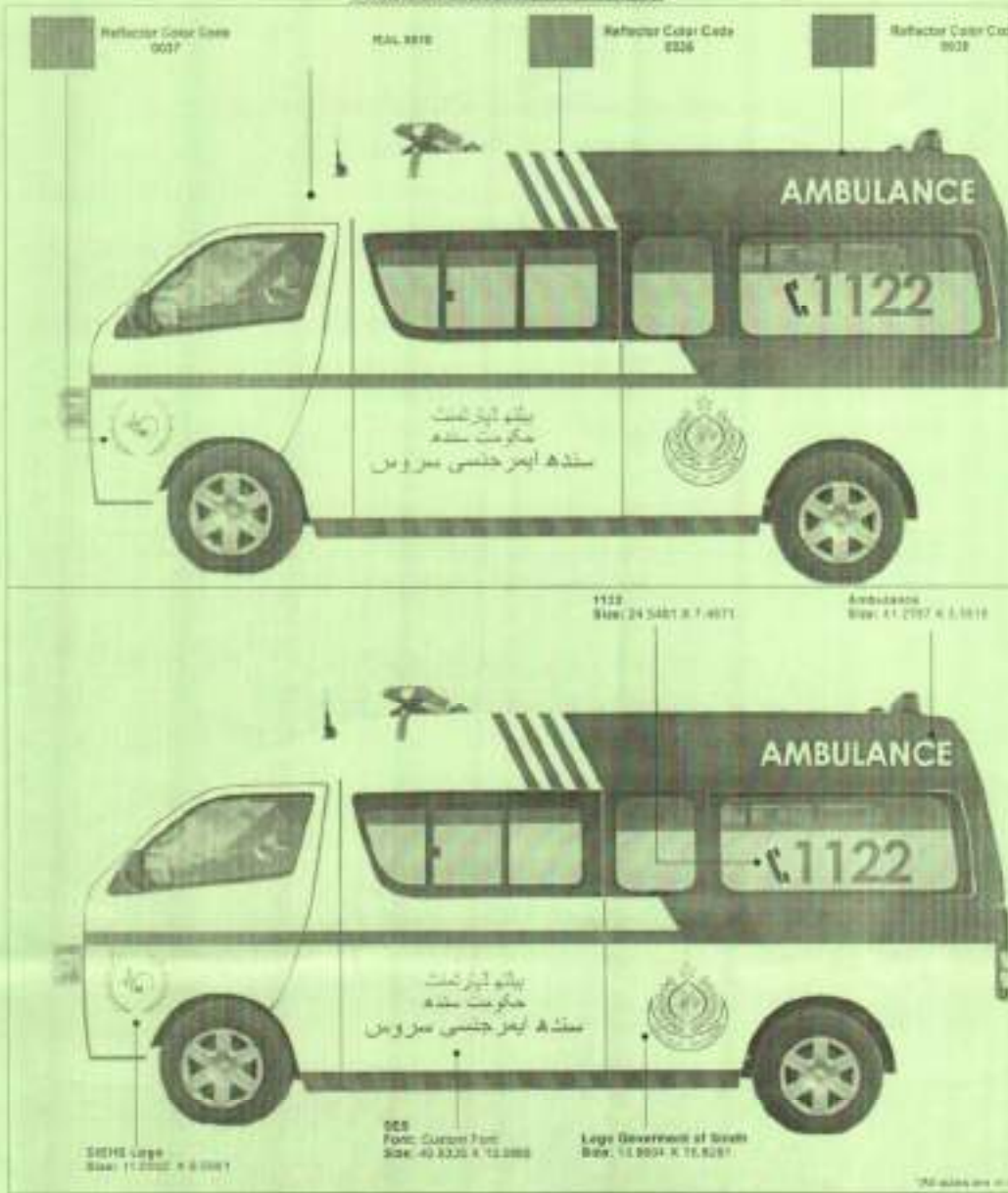
SIHS intends to get its fleet of ambulances painted and sticker branded comprising 15 Hiace (located in Karachi) and 24 Hilux ambulances (located in Makli, Thatta).

1. Currently painted yellow ambulances to be painted in white color. The paint must be vehicle grade and 2K. Shower paint is required i.e. simple painting without oven or chemical treatment.
2. Only minor touchup work is included. Bidders are encouraged to physically inspect the condition of ambulances before providing a quote.
3. Removal of existing sticker based branding before paintwork
4. Reflective sticker branding as per SIHS guiding

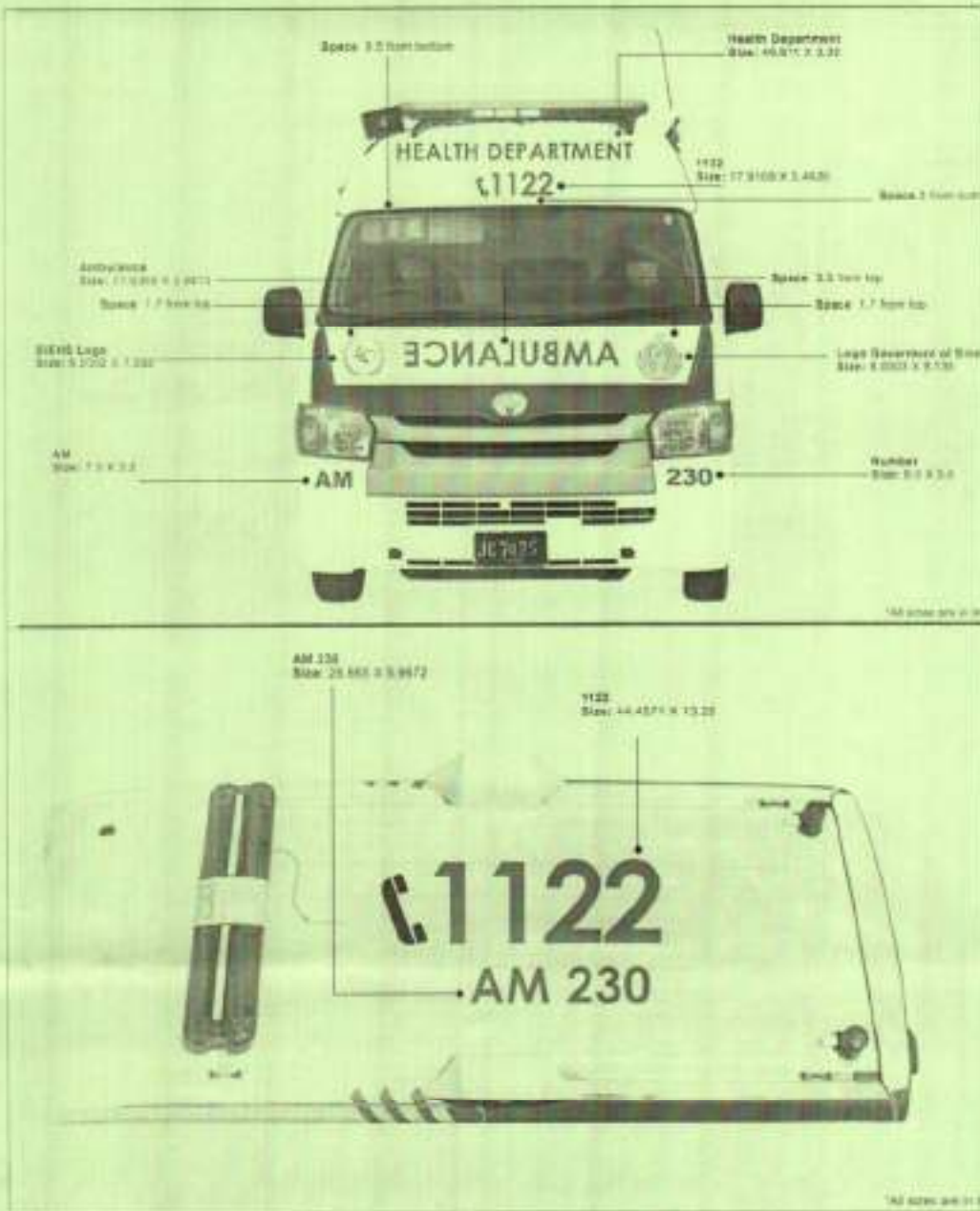
Bidder must provide quote for both paintwork and sticker branding i.e. it is mandatory that both jobs are quoted by the bidder.



BRANDING GUIDELINES - HIACE



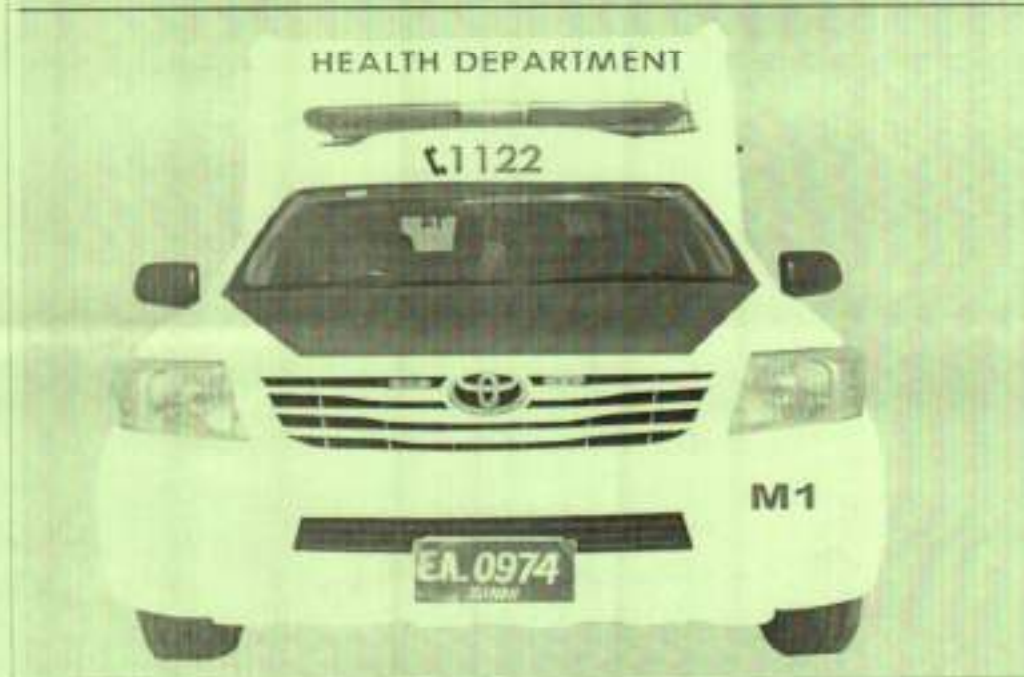






BRANDING GUIDELINES - HILUX





BRANDING GUIDELINES – STICKER MATERIAL

China Reflector Plotter Cutting with Pasting

Interior glass white vinyl with pasting

*Reflector Made by China

White color code = 058

Blue color code = 0038

Red color code = 0036

Black color code = 0044

Green color code = 0037



X

X



