



Tender Documents – 80 – 2023
SUPPLY, INSTALLATION & COMMISSIONING OF
23 HYBRID SOLAR POWER SYSTEMS AT
VARIOUS LOCATIONS/STATIONS IN DIFFERENT
DISTRICTS OF SINDH PROVINCE

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GUIDELINES FOR BIDDERS:

CHECKLIST

Single Stage - Two Envelope		
S. No	Sequence of Documents (Must be in a soft plastic file using separators)	Check box
Technical Proposal		
1	Tender Fee in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES	
2	Photocopy of bid security pay order (% mentioned in bid data sheet), in the title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES after hiding the amount of pay order	
3	All pages of SIEHS tender documents have been signed & stamped	
4	NTN Certificate	
5	Active tax payer document GST/SST (Must be printed from FBR / SRB portal and not more than 15 days before the submission of documents)	
6	Income tax return documents (for last three years) or financial audit reports (if available)	
7	Documents required for evaluation as mentioned in evaluation criteria for scoring purpose	
8	Satisfactory performance letter (if applicable)	
9	Copy of CNIC of signatory of the bid Form	
10	Affidavit on Rs.100 stamp paper / e-stamp paper that: a. the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government. b. 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 bid security, performance guarantee and payment, if any may be forfeited	
Financial Proposal		
1	Original bid security pay order (% mentioned in bid data sheet), in the title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES	
2	Bid form(s) / price quotation on bidder's company letterhead (Location wise cost summary)	
3	Detailed location wise quote	

 SINDH INTEGRATED EMERGENCY & HEALTH SERVICES	SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES TENDER DOCUMENTS	SOLAR SYSTEMS
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COMPANY INTRODUCTION

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 Tele Tabeeb 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 Envelope Procedure** for the supply, installation & commissioning of 6.5 KW hybrid solar power system at various SIEHS stations/locations in the different districts of Sindh Province, 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 the supply, installation & commissioning of 6.5 KW hybrid solar power system at various SIEHS stations/locations in the different districts of Sindh Province from registered companies available on list of Active Tax Payers” of FBR (for Income Tax) & SRB (For Sales Tax) websites.

Tender fee	Rs. 3,000/- (Rupees three thousand only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure
Bid security	2% of the total bid value.
Deadline for submission of bids	15 th June 2023 at 9:30 am
Bid opening date and time	15 th June 2023 at 10:00 am

1. 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.
2. In case of any unforeseen situation or government holiday resulting in closure of office on the date of bid opening, bids will be submitted / opened on next working day at the tentative given time and venue.
3. SIEHS reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2022). In case of any discrepancy, the SPPRA rules will take precedence.

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SCOPE OF WORK

Supply, fixing, installation & commissioning of 23 solar power systems (Rating: 6.5 KW Hybrid nature) at various SIEHS stations/locations in different districts of Sindh Province.

These solar power systems may be installed & commissioned both on roof top and on ground at various locations (details below) with capability of 6 hours' power backup time on full load.

Delivery & Installation within 45 to 60 days or earlier after confirmation of order / signing of agreement/contract.

03 preventive check visits are must at each site/location in the 1st year after installation & commissioning (one visit every quarter after 1st installation) by the successful bidder without any additional cost.

Successful bidder will install 1st solar power system in Karachi location/s for displaying the workmanship of cables installation, civil work, system mounting, batteries, rack etc. which will serve as a model for the implementation on all other sites/locations.

Bidders are encouraged to attend the pre bid meeting (refer bid date sheet for the details)

LOAD REQUIREMENTS OF SITE

S.NO	ITEM DESCRIPTION	QUANTITY	POWER LOAD OF EACH ITEM	TOTAL LOAD IN WATTS AT EACH SITE/LOCATION
1	IT Rack	1	1500 Watts	3,095
2	CPU/Desktop	3	900 Watts	
3	Radio	1	40 Watts	
4	Printer	1	50 Watts	
5	Fan	4	400 Watts	
6	Bulb	6	150 Watts	
7	4 mega pixel Camera	2	30 Watts	
8	2 mega pixel Camera	3	25 Watts	

S#	Location	INSTALLATION TYPE (GROUND/ROOF) MOUNTED	SURGE PROTECTION	ELECTRICAL WORKS STATUS AT SITE
1	Thatta	Roof	Required	Completed
2	Hyderabad	Roof	Required	Completed
3	Badin	Roof	Required	Completed
4	Jamshoro - Sehwan	Ground/Roof	Required	Not started
5	Larkana-Civil Hospital	Ground/Roof	Required	Completed

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6	Mirpur Khas	ground	Required	Not started
7	Shaheed Benazirabad	Roof	Required	Not started
8	Sukkur	Roof	Required	Not started
9	Ghotki	Still Searching	Required	Not started
10	Jacobabad	Still Searching	Required	Not started
11	Kashmore Kandhkot	Roof	Required	Not started
12	Qambar ShadadKot	Roof	Required	Completed
13	Shikarpur	Roof	Required	Not started
14	Karachi - Korangi	Roof	Required	Completed
15	Karachi - PECHS	Roof	Required	Completed
16	Karachi - North Nazimabad	Roof	Required	Completed
17	Karachi - Gulistan-e-Johar	Roof	Required	Completed
18	Karachi - Malir	Still Searching	Required	-
19	Karachi - North Karachi	Roof	Required	Completed
20	Khairpur	Still Searching	Required	-
21	Karachi - Baldia	Roof	Required	Not started
22	Karachi - DHA Clifton	Roof	Required	Not started
23	MirpurMathelo	Still Searching	Required	-

TECHNICAL SPECIFICATIONS

Bidders to endorse reply/remarks against each clause and stamp, sign on each page:

S. No	DETAILED SPECIFICATIONS AND REQUIREMENTS	BIDDER'S REPLY/ REMARKS
1	<u>SOLAR PANEL</u>	
a.	Tier-1 or Class-A Solar PV Module. Brand: JA/Longi/Canadian/Trina/Jinko or equivalent.	
b.	PV Module Rating: from 400 Wp to 545Wp [should not below 400Wp] each PV Module	
c.	Technology: Mono PERC	
d.	Module frame: Non-corrosive anodized aluminum	
e.	Module efficiency: equal to or greater than 21%	
f.	Junction box: IP68 enclosure	
g.	PID resistance test passed	
h.	Product material & workmanship warranty: 10 years (minimum) Product Linear power output warranty: 25 years	
2	<u>HYBRID SOLAR INVERTER</u>	
a.	Tier-1 or Class-A, Hybrid Invertor built-in MPPT. Brand Any Fronius Primo, Nitrox, Crown or Equivalent	

b.	Rated Capacity of single phase solar Hybrid Inverter 8 Kw	
c.	Operating temperature range: -25~60°C (>50°C derating)	
d.	Inverter enclosure class: IP65	
e.	Efficiency of inverter: >98%	
f.	Night time consumption <2W	
g.	Inverter must have following certifications: i. IEC 62109-1/-2 ii. IEC 62116 iii. IEC 60068 iv. IEC 61727 v. G59/3	
h.	Inverter Must have following protections: i. Input-side Disconnection Device ii. Anti-islanding Protection iii. AC Overcurrent Protection iv. DC Reverse-polarity Protection v. DC Insulation Resistance Detection	
i.	Inverter must be equipped with 4G or WAN option for remote monitoring the PV plant from any PC or smart phone around the world.	
j.	Warranty of inverter: 2 years standard warranty and 5 years of service warranty	
3	<u>SPV PANEL STRUCTURE: (As per Drawing)</u>	
a.	Mounting must be of Anodized Aluminum.	
b.	Module & structure should be fixed with SS 304 grade fastening bolts.	
c.	Mounting should withstand the wind gust of 100km/h. Provide its analysis report	
d.	Design life of mountings: 25 years	
e.	Warranty of mountings: 10 years against corrosion and other seasonal effects	
4	<u>TUBULAR BATTERIES</u>	
a.	Rechargeable Deep cycle Battery, Rating: 245AH-255AH 12V FRONUS/PHOENIX/OSAKA/EXCIDE or or equivalent.	
b.	Replacement Warranty of Battery: 06 months to 1 Year\	
c.	Battery Rack : Silver Automotive Oxide & paint , Dual bare bone for battery bank four batteries on one tray four sided covered powder coated, for cable entry top and bottom holes.	
e.	The power backup of batteries will be 6 hours on full load as mentioned above)	
5	<u>CABLES AND DUCTS</u>	
a.	DC cables: Flexible (voltage range 1000V) and voltage Losses <1%	
b.	AC cables: Pakistan cables/crescent/fast cable made & Voltage losses < 2%	

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6	<u>DC FUSES, BREAKERS AND AC BREAKERS</u>	
a.	All AC breaker and DC fuses should be Schneider, ABB, little fuse or Terasaki made.	
7	<u>EARTHING</u>	
a.	PV Structure, PV modules & inverters should be properly ground.	
8	<u>SEALING WORKS</u>	
a.	Self-drilling screws should be with rubber washer and foots should be fixed using EPDM sheet to prevent water leakage.	

QUOTED SITES: (MUST BE PROVIDED WITH THE TECHNICAL PROPOSAL)

S#	Location	SITE QUOTED (YES / NO)
1	Thatta	
2	Hyderabad	
3	Badin	
4	Jamshoro - Sehwan	
5	Larkana-Civil Hospital	
6	Mirpur Khas	
7	Shaheed Benazirabad	
8	Sukkur	
9	Ghotki	
10	Jacobabad	
11	Kashmore Kandhkot	
12	Qambar ShadadKot	
13	Shikarpur	
14	Karachi - Korangi	
15	Karachi - PECHS	
16	Karachi - North Nazimabad	
17	Karachi - Gulistan-e-Johar	
18	Karachi - Malir	
19	Karachi - North Karachi	
20	Khairpur	
21	Karachi - Baldia	
22	Mirpur Mathalo	
23	Karachi - DHA Clifton	

WARRANTY / GUARANTEE

The term period of warranty / guarantee means the period in accordance with warranty period from the date on which the systems are commissioned and accepted by SIEHS.

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During the period of warranty / guarantee, the Contractor shall remedy, at his /her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the SIEHS; the notice shall indicate in what respect the goods are faulty.

The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation / fixation of such replacement parts, material and equipment as are needed for satisfactory operations.

SIEHS shall promptly notify the bidder in writing of any claims arising out of this warranty.

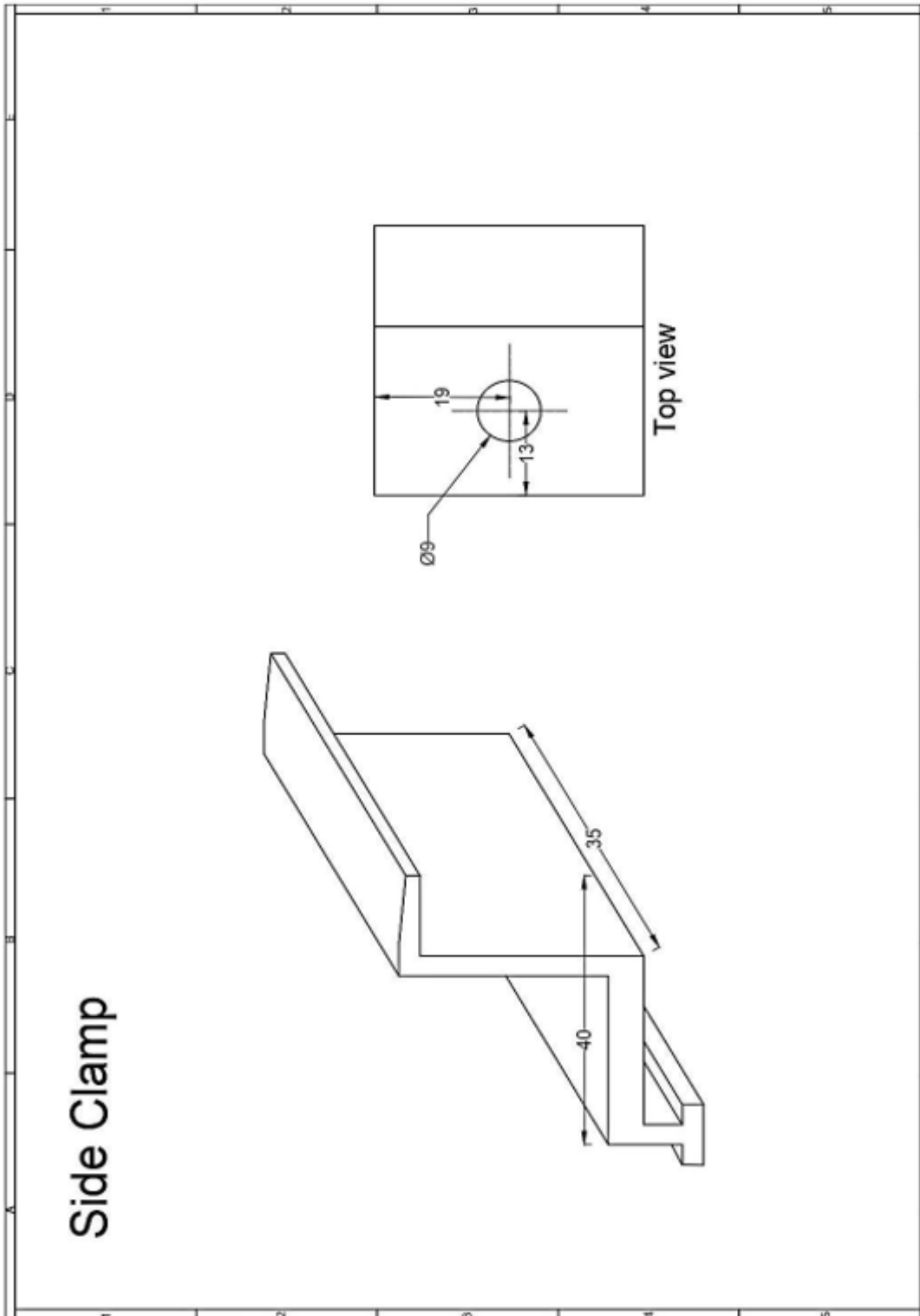
DELAYS IN THE BIDDER’S PERFORMANCE

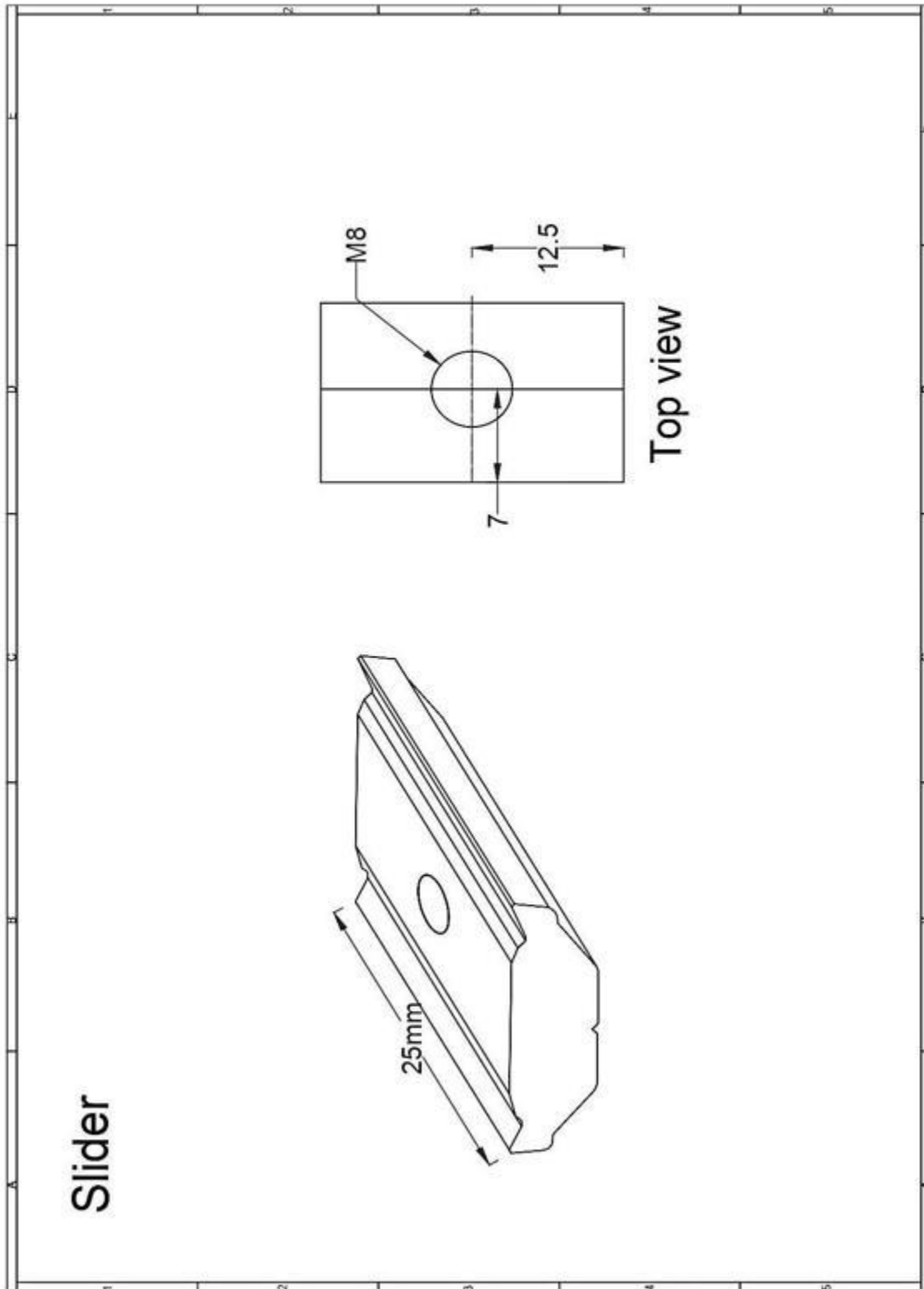
Delivery of the goods shall be made by the bidder in accordance with the time schedule quoted by the bidder in the proposal

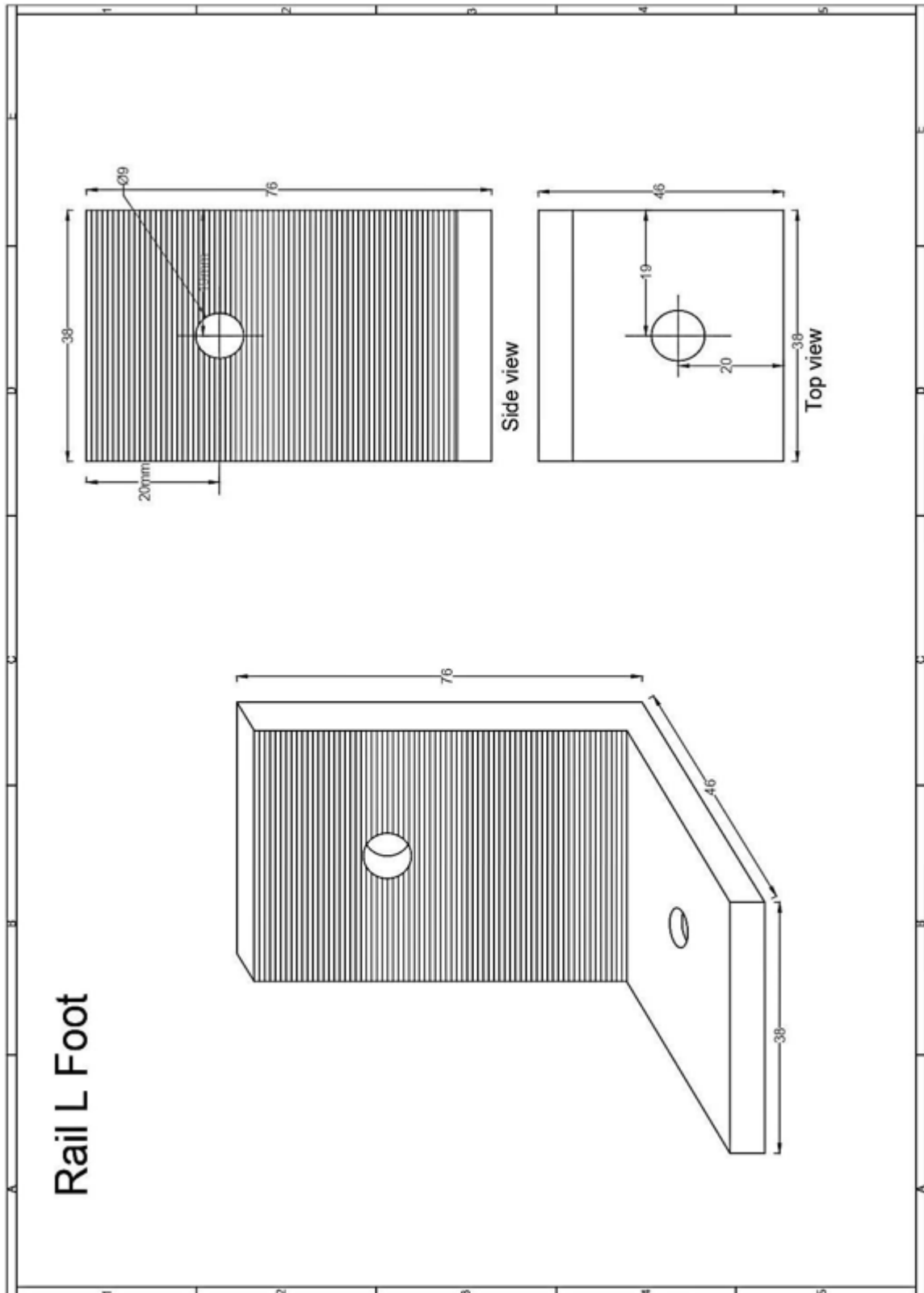
If at any time in the course of performance of the Contract, the bidder encounters anything impeding timely delivery of the goods, he shall promptly notify SIEHS in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the bidder's notice, the SIEHS shall evaluate the situation and may, depending on merits of the situation, extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.

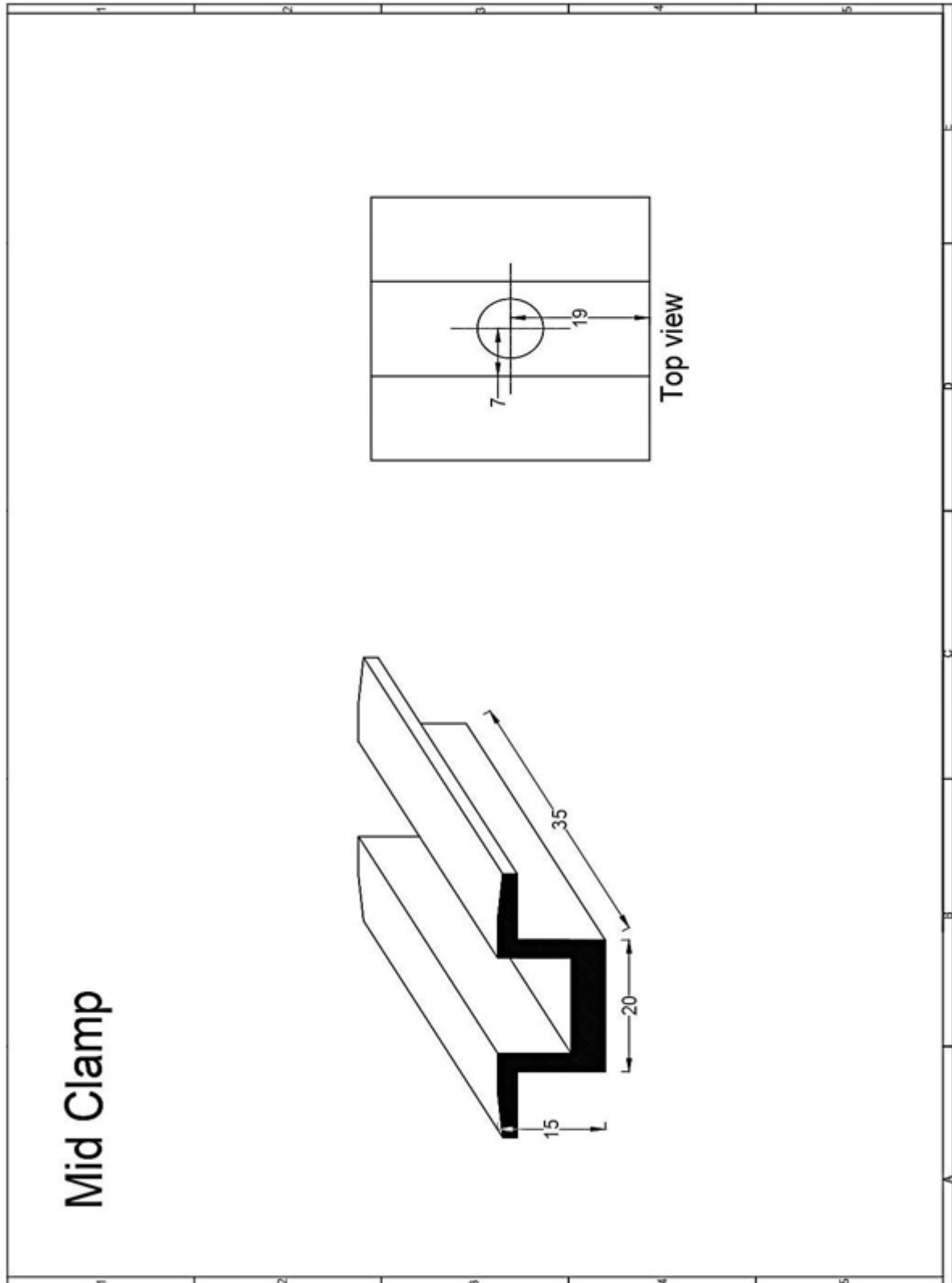
Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

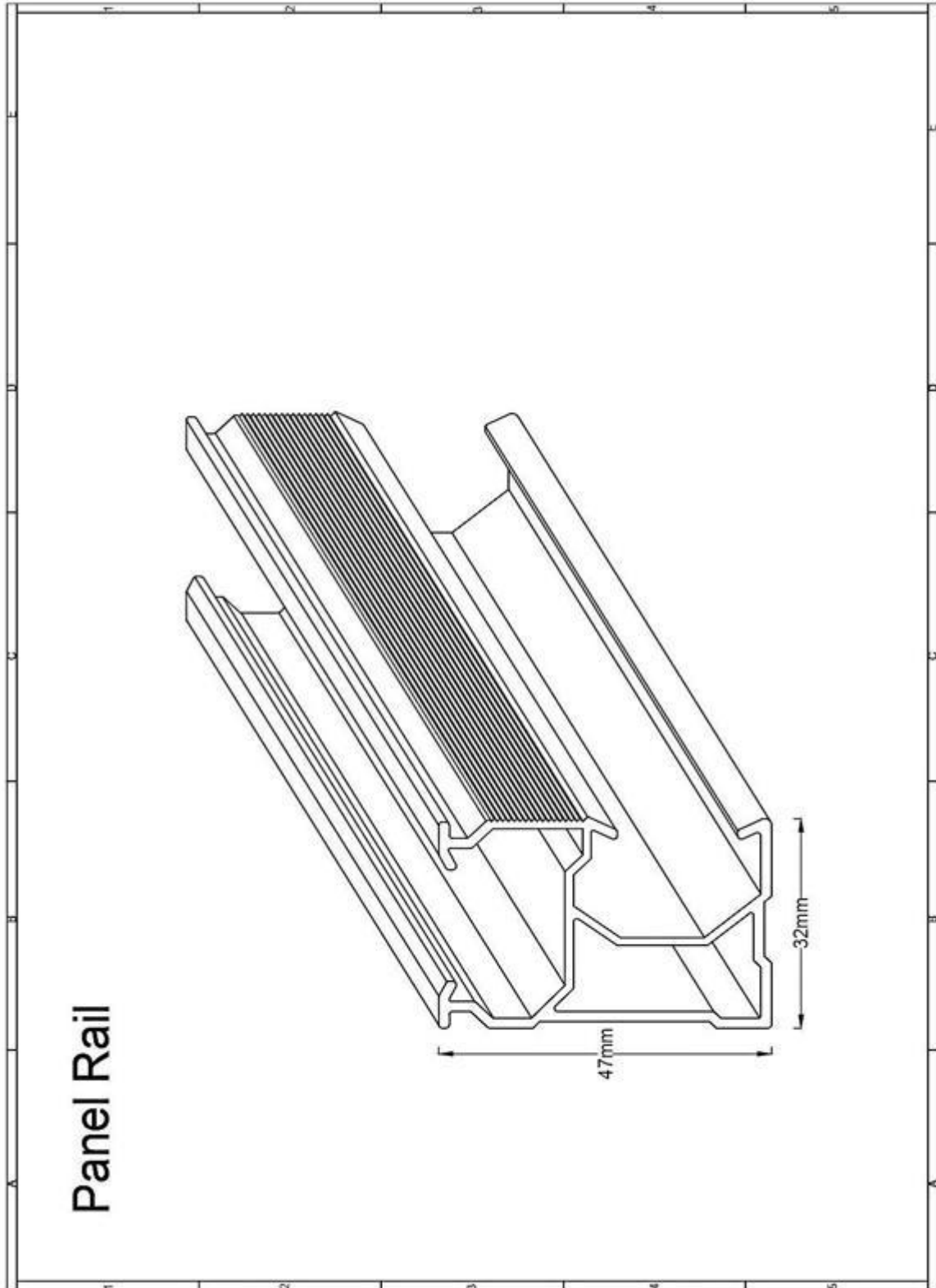
TECHNICAL DRAWINGS











SITE LOCATION PICTURES

LOCATION PICTURES

- THATTA



- HYDERABAD:



- BADIN



- SEHWAN



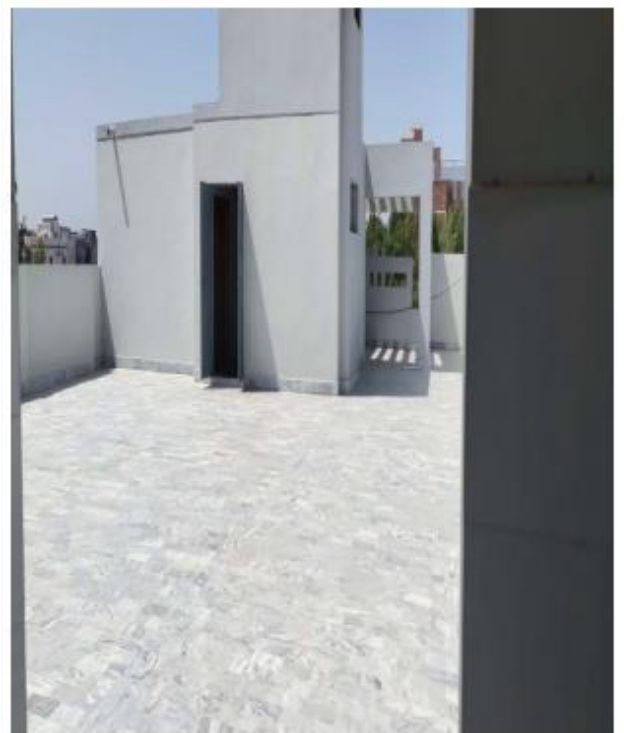
- **MIRPURKHAS STATION**



- SHAHEEDBENAZIRABAD:



- SUKKUR:



- JACOBABAD



- KANDHKOT



- **SHAHDADKOT**



- **SHIKARPUR:**



- **KORANGI STATION**



- **PECHS STATION:**



- **NORTH NAZIMABAD:**



- **JOHAR-STATION:**



- **BALDIA STATION:**



- CLIFTON STATION:



NORTH KARACHI STATION:**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 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2022).

INSTRUCTIONS TO BIDDERS

1. Bidder must read all the contents of invitation for bid / notice inviting tender as well as the bidding documents and understand all the requirements.
2. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
3. Bidder shall prepare two separate envelopes for technical as well as financial proposal.
4. There should not be any over-writing, double writing, crossed, additional conditions.
5. Rates/Prices are to be quoted clearly in digits as well as in words in Pak Rupees.
6. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
7. Bidder shall examine the bid evaluation criteria and insert appropriate document in the technical / financial proposal accordingly.
8. All documents pertaining to financial / commercial matters such as quotation / rates, shall be inserted in the financial proposal. Original pay order of the bid security shall be inserted in the financial proposal.
9. There should not be any over-writing, double writing, crossed, additional conditions.
10. Bidder(s) must write the “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” on the face of relevant sealed envelopes containing relevant bid/offer in it.

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11. Conditional bids, telegraphic bids, bids not accompanied by bid security of required exact amount inclusive of taxes and form, without tender fee, bids received after specific date and time and bids of blacklisted firms shall be treated as rejected / non-responsive.

ELIGIBILITY CRITERIA FOR BIDDERS

Bidder which meets the 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 is a mandatory requirement, noncompliance will lead to disqualification.

1. This invitation for bids is open to all engineering firms / contractors as authorized agents / sole distributors within Pakistan, having valid authorization certificate of the product.
2. 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. No other certificates will be accepted for eligibility. This letter can be obtained by a written request to SIEHS's procurement department or technical end user department.
3. Registration with NTN/ FBR / SRB.
4. Bidder / Company must be available on list of active tax payers" of FBR (for Income Tax) and SRB (For Sindh Services Tax) websites.
5. The bidder must have at least 3 years of experience in the relevant field pertaining to the supply, fixing, commissioning of solar systems.
6. Details of financial turn-over of at least last three years supported by income tax return document or financial audit reports.
7. Affidavit on Rs.100 stamp paper that the firm is not blacklisted & not involved in any active litigation with GoP or GoS.
8. Copy of 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). In case of online deposit then transactional details are required to be attached.

(Any bid not meeting the eligibility criteria will be considered disqualified)

LIST OF DOCUMENTS TO BE ENCLOSED:

1. Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**.
2. Complete bidding document, all technical literature & documents required for technical evaluation, including income tax return, affidavit, vendor registration form and any other noncommercial document must be furnished in an envelope marked 'TECHNICAL PROPOSAL'. This will be considered as acceptance of all terms & conditions of tender. Further, a photocopy of the bid security Pay order same shall be inserted in the Technical Proposal after hiding the amount. In case amount is not hidden properly, bid will be rejected at the time of observance of such situation.

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3. Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax;
4. Minimum 3 years' income tax return
5. Copy of CNIC of signatory of the Bid Form;
6. Audited Financial Statement of the bidder for last three years; (if available)
7. Manufacturer's / brand authorization letter
8. Affidavit on Rs.100 stamp paper / e-stamp paper that:
 - a. the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
 - b. 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 bid security, performance guarantee and payment, if any may be forfeited.
9. 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 inclusive of taxes. Bid security of a lesser amount will render the bid as rejected.
2. Bid form(s) duly filled in all respect clearly quote the price.

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. 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

An interested bidder requiring any clarification(s) of the bidding documents 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 in writing via email to any request for clarification within three (03) calendar days, provided they are received at least five (05) calendar days prior to the date of opening of bid. Clarification response (including an explanation of the query but without identifying the source of inquiry) will be posted on SIEHS website tender section).

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.).
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.

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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 inclusive of taxes 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 proposal. No interest will be paid on bid security.
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.

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.

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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. 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
9. Without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
10. Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria
11. Bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ
12. Bid submitted with shorter bid validity period (i.e. less than 90 days)
13. Bidder fails to meet the minimum evaluation criteria requirements.
14. Bid not accompanied by the Bid Security (Earnest Money) of required amount and form.
15. Bidder refuses to accept the corrected Total Bid Amount / Price.
16. The Bidder has been blacklisted by any public or private sector organization.
17. Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
18. Black Listed firms will not be considered and will be rejected.

FORFEITURE OF BID SECURITY

The bid security / earnest money shall 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. A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors.
4. A bidder has been found black listed by any agency of Federal or Provincial Government.

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.
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

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the bidding document by amendment in accordance with the SPP Rules 2010 (Amended 2022)

- b. All interested bidders that have downloaded the bidding documents from SIEHS website need to inform via email at 'procurement@siehs.org' to register their email address so any amendments are notified by SIEHS staff. The amendments will be binding on the bidder. Email sent by the bidder should specify the tender number, tender title and the email id for correspondence.
- c. 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

The contract shall be signed against the timeline quoted by the successful bidder with mutual agreement of SIEHS and the successful bidder.

DEADLINE FOR SUBMISSION OF BID

Bids must be submitted by dropping the sealed document envelope in the tender box placed at the identified address (refer bid data sheet) 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 in the tender box before the deadline for submission of bid.

Any bid received after the deadline for submission of bids prescribed by the SIEHS pursuant to bid data sheet & NIT will be rejected and returned unopened to the bidder.

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 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.

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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.

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.
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.

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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, at a time, date and venue announced and communicated to the bidders in advance (refer bid data sheet).
9. The opening date of the 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/Offer 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/Offer 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/agreement with the successful bidder.

TECHNICAL EVALUATION CRITERIA

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.

1. The bids shall be evaluated and compared on package basis i.e. cost of entire solar system (goods and services included)
2. Bids for partial / limited item(s) shall not be considered and rejected. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
3. Only those Financial Bids / Proposals will be announced / considered which are technically qualified by the technical committee.

4. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
5. Bidders achieving minimum 70% overall points / marks will be considered only for further process. Documentary evidence must be attached in support of your claim. In case of non-provision of evidence in any of the requisite area, no marks will be awarded.

S.NO	DESCRPTION	TOTAL MARKS	MARKS OBTAINED	REMARKS	SUPPORTING DOCUMENT	EVIDENCE ATTACHED
1	YEARS IN BUSINESS IN THE REQUISITE FIELD (AS A SUPPLIER, FIXING, INSTALLATION & COMMISSIONING OF SOLAR SYSTEMS)	10		5 YEAR AND ABOVE	NTN CERTIFICATE IS REQUIRED TO BE ENCLOSED	
		7		3 YEAR AND ABOVE		
		5		2 YEAR		
2	ELECTRICAL LICENSE OF BIDDER	20		YES	DOCUMENTARY PROOF TO BE ATTACHED.	
		0		NO		
3	PEC REGISTRATION CATEGORY WITH SPECIALIZATION CODES OF EE04, EE11 OF BIDDER	10		C5 OR ABOVE WITH MENTIONED CODES	DOCUMENTARY PROOF TO BE ATTACHED.	
		5		C6		
4	COUNTRY OF ORIGIN OF INVERTERS	10		EUROPEAN/ U.S./UK/ CANADANA/ TURKEY	DOCUMENTARY PROOF TO BE ATTACHED	
		7		CHINA/ KOREA or Any other		
5	AUTHORIZED DISTRIBUTOR OF	10		YES	DOCUMENTARY PROOF TO BE ATTACHED.	

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	INVERTER FROM THE MANUFACTURER	0		NO		
6	IMPORTED ITEMS DELIVERY TIME	10		READY STOCK	DOCUMENTARY PROOF TO BE ATTACHED	
		5		WITHIN 45 DAYS		
7	SERVICE CENTER AND TRAINED ENGINEER	10		AVAILABLE IN KARACHI	DOCUMENTARY PROOF TO BE ATTACHED	
		0		NOT AVAILABLE		
8	EXPERIENCE OF SIMILAR PROJECTS MINIMUM 6.5 KW SOLAR POWER SYSTEM SOLUTIONS	20		5 OR MORE	COPY OF WORK ORDER / PO / AGREEMENT / SATISFACTORY PERFORMANCE CERTIFICATES / INVOICES / OTHER RELATED DOCUMENTS MUST BE ATTACHED FOR POINTS.	
		10		LESS THAN 4		
	TOTAL MARKS	100		QUALIFIED (70 marks or above) DISQUALIFIED (below 70 marks)		

FINANCIAL EVALUATION – 30 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.

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

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The formula for financial scoring is that the lowest bidder gets 30 marks and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

$[\text{Lowest quoted price} \div \text{Next higher proposed price of the competing bidder}] \times \text{allocated financial score}$

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 in delivery / commissioning of the solar systems, in accordance with the timeline shared in bid documents / signed agreement, a penalty shall be charged up to a maximum 10% of the PO amount or on the financial value of delayed order. In case if services / items are not provided after 2 intimations to the bidder, SIEHS may resort to cancellation of the order with no liabilities towards SIEHS and lead to forfeiture of performance security.

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.

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FORFEITURE OF PERFORMANCE SECURITY

1. Performance security will be forfeited in the event if the successful bidder fails to sign the sign the contract/agreement, backs-off after acceptance of the letter of acceptance or signing of the contract/agreement or fails to provide items/services as per contract agreement / work order within the stipulated period.
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 the successful bidder's representative, the 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, Sindh 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 / CANCEL QUANTITIES AND SPLIT ORDER

SIEHS reserves the right to increase and/or decrease and/or cancel the originally specified requirements without any change in unit price or other terms and conditions during the contract period.

TERMINATION & CANCELATION OF CONTRACT

If the bidder's company fails to provide the satisfactory services, the SIEHS shall be entitled at its option to cancel the agreement 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 agreement.



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 BIDDING

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% of the contract/agreement value (incl. of tax) or as notified by the Government of Sindh, will be paid by successful bidder as stamp duty prior entered into signing the contract/agreement.

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.

INSURANCE

Risk will be transferred to the SIEHS only after the commissioning of the systems or after goods acceptance note. Hence, payment of insurance premium, if any, shall be the responsibility of the bidder

TRANSPORTATION

The goods shall be supplied at the consignee's end (SIEHS designated stations / locations) as identified in the scope of work on the risk and cost of the bidder. Transportation including loading/unloading of goods or any associated cost shall be the responsibility of bidder.

PAYMENT TERMS

SIEHS standard payment terms are 45 days' credit after submission of correct invoice. Advance payments are discouraged. Under requirement of advance payment, successful bidder will be required to submit a bank guarantee (from a scheduled bank in Pakistan) of same amount (inclusive of tax) as guarantee and refunded upon successful completion of services at end of the period of performance of the contract/agreement.

AWARD OF CONTRACT

The draft contract agreement along with the terms and condition is attached with this bidding documents. However, the final contract agreement shall be finalized with the mutual consent of SIEHS and the successful bidder. Within fifteen (15) days of receipt of the draft contract, the successful bidder shall sign the contract and return it to SIEHS. The successful bidder shall furnish the performance security in accordance with the conditions of contract. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the SIEHS will notify the successful bidder in writing by issuing a letter of acceptance, that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of the performance security, SIEHS will promptly notify each unsuccessful Bidder(s) and will discharge its bid security.

CANCELLATION OF CONTRACT

If the successful bidder fails to provide the satisfactory goods/service, 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.

TENDER TIMELINES

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

Steps	Time line	Dates
Tender advertisement published in the newspapers and/or Tender uploaded on SPPRA & SIEHS website		26 th May 2023
Pre Bid Meeting with suppliers on tender documents queries	11:00 AM	31 st May 2023
Addressing of queries from bidders	From the date of publishing of tender up till 05 calendar days before the date of bid submission	10 th June 2023
Bid submission by vendors	Maximum by 9:30 AM	15 th June 2023

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Technical proposal opening by committee	10:00 AM	15 th June 2023
Financial bid opening by committee (only technically qualified bidders) Note: This is the tentative date & time, SIEHS will inform to the bidder/s in-case of change in dates & time to qualified bidder/s.	10:00 AM	26 th June 2023
Internal approvals, project award with Letter of intent and contract signing	-	July 2023

*The above timeline is estimated and may change based on technical complexities. For any changes of dates in bid opening, information will be published at the SIEHS website (<http://siehs.org/tender-documents/>). Interested bidders are requested to show their interest by providing their details at procurement@siehs.org so if there is any change in date of bid opening so it can be communicated to respective bidder/s accordingly.

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BID DATA SHEET

Company name	Sindh Integrated Emergency & Health Services (SIEHS)
Postal address / Head office	Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.
Procurement Focal person	Attention to : Mr. Muhammad Taha Khan
Email address	procurement@siehs.org
Contact number	021-111-111-823, Ext 2005 / 2022
Pricing mechanism	The price shall be fixed during the contract period.
Bid security	Amount of bid security should be 2% of the total bid price inclusive of taxes.
Bid validity	Bid validity period shall be 90 days after opening of technical proposal
Deadline for bid submission	15 th June 2023 at 9:30 am
<u>Pre bid meeting:</u> Date, Time and Place of Bid opening	Wednesday 31 st May 2023 at 11:00 am at SIEHS Head office, plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan
Performance Security	5% of the total contract value inclusive of taxes as per agreed timeline for completion of project. This amount will be returned to the supplier upon submission of satisfactory report/letter from SIEHS
Retention money	2% of overall PO value will be held as retention money to secure warranty period as quoted in the proposal and will be released after completion of warranty timelines of complete solar power system i.e. 02 years at minimum.

BID FORM / PRICE SCHEDULE - SUMMARY

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

Commercial proposal

S#	Location	Total Cost for GST applied items	GST per system	Total Cost for SST applied service	SST per system	Total cost of Commissioned Solar System inclusive of taxes
1	Thatta					
2	Hyderabad					
3	Badin					
4	Jamshoro - Sehwan					
5	Larkana-Civil Hospital					
6	Mirpur Khas					
7	Shaheed Benazirabad					
8	Sukkur					
9	Ghotki					
10	Jacobabad					
11	Kashmore Kandhkot					
12	Qambar ShadadKot					
13	Shikarpur					
14	Karachi - Korangi					
15	Karachi - PECHS					
16	Karachi - North Nazimabad					
17	Karachi - Gulistan-e-Johar					
18	Karachi - Malir					
19	Karachi - North Karachi					
20	Khairpur					
21	Karachi - Baldia					
22	Karachi - DHA Clifton					
	Total					
Total amount inclusive tax in words inclusive of taxes <hr/>						

- SIEHS INCOTERM is DDP
- Bidder can quote for all sites or any selected sites of its convenience only (this needs to be mentioned with the technical proposal without sharing any financial information).

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- The above rates are final and inclusive of all taxes (WHT/SRB/GST)/duties/delivery/civil work charges / other costs / hidden charges.
- Above rates are inclusive of all requirements mentioned SOW
- Validity of Offer: 90 days from date of tender opening.
- Bidder can quote for all or selected locations. Preference may be given to a bidder quoting all locations based on most advantageous basis to SIEHS.
- SIEHS reserves sole discretion to award the solar systems location wise to multiple qualified bidders based on most advantageous basis.
- Final prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- All additional / spare / leftover items and cables will be handed over to SIEHS

Signature with date: _____ Name: _____

CNIC: _____ Designation: _____

Company: _____ Company stamp: _____

SITE WISE DETAILED PRICE SCHEDULE

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

Commercial proposal- Site location wise

Site location _____

A) Main components

Components	Make	Model	Spec	Qty	Unit Price with GST	Total
Solar panel						
Inverter						
Tubular Batteries						
Total with all applicable taxes						

B) Accessories

Components	Make	Model	Spec	Qty	Unit Price with GST/SST	Total
Cables						
D/C cable Flexible	1000V DC Cable Million/Fast or equivalent		4mm ² single core, red	35mtr		
D/C cable Flexible	1000V DC Cable Million/Fast or equivalent		4mm ² single core, black	35mtr		
A/C cable	Pakistan Cable		10mm ² , 4 core	8mtr		
Earthing cable	Pakistan Cable		4mm ²	10mtr		
			10mm ²	10mtr		
Breakers						
1DC fuse for strings	ABB/Little Fuse/Schneider		20A, 1000V	1Nos.		
AC Breaker	Terasaki/ABB/Himel		50A, 2Pole	1Nos.		

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Magnetic Contactor	Terasaki/ABB/Himel	50A, 2Pole	1Nos.		
Surge Suppressor	Schneider/Himel/ABB	6kA	1Nos.		
Mechanical					
Panel Mounting (As per provided drawing)	Anodized Aluminum Mounting	Panel fixing Rails	35 ft.		
		Rail L Fools for fixing	35 Nos.		
		Mid Clamp	29 Nos.		
		Side Clamp	6 Nos.		
		SS nut bolts	1 lot.		
Self-drilling SS screws (6x75mm) with EPDM sheet			35 Nos.		
Battery Rack: Silver Automotive Oxide & paint			1 Job		
Civil Works					
Civil works : The Civil work is based on considering PV Installation on Rooftop or Ground installation (based on specific site feasibility)			1 Job		
Piping and Accessories					
PVC pipe for DC Cables with complete fixing accessories	Pak Arab/Eqv	1.25"	5 Nos.		
PVC pipe for AC Cables with complete fixing accessories	Pak Arab/Eqv	1.5"	3 Nos.		
Complete Installation accessories			1 lot		
Total with all applicable taxes					

Note: All additional / spare / leftover items/accessories and cables will be handed over to SIEHS by the successful bidder.

VENDOR REGISTRATION FORM



Vendor Registration Form

Date: _____

Name of the Company			
NTN for Company / CNIC for individuals		Date of establishment	
Company GST if available		Provincial sales tax numbers (SST) if available	
Nature of Business			
Complete office address			
Name of the authorized contact person			
Email address for correspondence			
Telephone number (<i>Extension if any</i>)		Mobile Number	
Any sister concern company	<input type="checkbox"/> YES	If YES, please provide details:	
	<input type="checkbox"/> NO		
Signature of authorized person			
Is any of your relatives / friends working in / for SIEHS?	<input type="checkbox"/> YES	If YES, please provide details:	
	<input type="checkbox"/> NO		
Declaration: I / We hereby declare that all information and documentation provided are true and correct to the best of my / our knowledge. In the event of any information found false or incorrect, the registration with SIEHS and the placed purchase order will be cancelled. I / We hereby declare that no illegal human resource and/or child labor is employed by the company / individual.		Company stamp, if available	

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SPPRA INTEGRITY PACT

To be signed with the successful bidder to whom contract/agreement will be awarded.

Integrity Pact

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

Contract Number: Tender _____ Dated: _____

Contract Value: PKR _____

Contract Title: _____

_____ 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, _____ 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.

_____ 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.

_____ 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, _____ 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 _____ 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.

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AGREEMENT DRAFT

Note: This is a draft specimen of the agreement which will be customized based on the item / service of procurement as per the agreed terms between successful bidder and the company

Tender reference XX-XXXX

THIS AGREEMENT / CONTRACT is made at Karachi on _____ 2023

BETWEEN

_____, a company having its registered office at _____, 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, a section 42 not-for-profit company registered under the laws of the Islamic Republic of Pakistan and having its office at 43,15/K, Block 6 PECHS Raazi Road, Karachi, 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.

_____ 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 WITNESSETH;

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



IN WITNESS WHEREOF the parties hereto have set their respective hands through their nominated signatories on the day, month and year first above written.

For and on behalf of Sindh Integrated Emergency and Health Services

Signed by

(Name) _____

(Signature) _____

(Designation) _____

WITNESSES:

(Name) _____

(Name) _____

(Signature) _____

(Signature) _____

(CNIC) _____

(CNIC) _____

For and on behalf of Successful bidder

Signed by

(Name) _____

(Signature) _____

(Designation) _____

WITNESSES:

(Name) _____

(Name) _____

(Signature) _____

(Signature) _____

(CNIC) _____

(CNIC) _____

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 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 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.

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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 / contract, 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 publically 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 / contract.

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 / contract 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.

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

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, 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.

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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 unless mutually agreed for any price revision formula / mechanism, as outlined in the tender document XX-XXXX. The price negotiation will be governed as per the conditions and allowance set in the tender document.

- 5.3 Advance payments are made against the provision of bank guarantee. For non-advance payments, except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made after Thirty (30) 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.

- 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 XX-XXXX in the shape of Pay Order or Demand Draft or a Bank Guarantee in favour 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 SIEHS.

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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.

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ARTICLE 9

TERM & TERMINATION

- 9.1 This Agreement / contract shall remain in full force and effect for a period of _____ **months** effective from _____ **to** _____, as per the terms of the submitted bidding documents.
- 9.2 Either party will have the option to terminate this Agreement / contract by giving **one (1) month** 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 or for any failure to fulfill any term of the Agreement 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. 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 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;
 - 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 referred to in (b) above has been delivered to the Company as a pre-condition to granting the required written consent.

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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 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.

- 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 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 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.

ARTICLE 14

APPLICABLE LAW

- 14.1 The validity, applications, interpretation and implementation of the Agreement 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 duly 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: _____

Name	Designations	Email Addresses	Contact Numbers

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

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 e-mail, when it is received by the addressee.

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Name	Designations	Email Addresses	Contact Numbers

18.3 The address for delivery of notices and documents to the Company or the Supplier / Service Provider, as the case may be, pursuant to this Article shall be as stated in the Agreement or as may otherwise be notified from time to time in writing by one party to the other.

ARTICLE 19

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

19.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the Agreement / contract , the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the Agreement forthwith and stop receiving goods / services from the Supplier / Service Provider without incurring any liability financial or otherwise and shall be entitled to recover the cost of arranging alternate Supplies / Service Provider from other sources from the Supplier / Service Provider or adjust the same against the Supplier / Service Provider’s outstanding bills.

ARTICLE 20

SURVIVAL

20.1 Cancellation, expiration or earlier termination of this Agreement / contract shall not relieve the Supplier / Service Provider from obligations being entered under this Agreement and Supplier / Service Provider shall be bound to complete the services or supplies of goods with the predetermined specifications and shall continue to be responsible for the warranties, remedies, promises of indemnity and confidentiality as decided.

ARTICLE 21

ENTIRETY OF THIS AGREEMENT / CONTRACT

21.1 No prior stipulation, agreement of understanding, verbal or otherwise, of the parties or their agents with respect to the subject matter of this Agreement / contract shall be valid or enforceable unless embodied in the provisions of this Agreement.

