

SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023



Tender Document No. 82-2023 Supply of Medicines & Surgical Disposables Items



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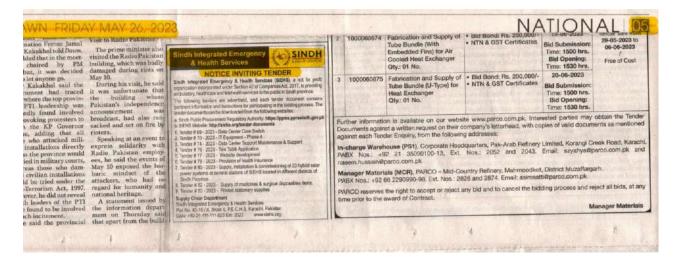
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TENDER NOTICE

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Guidelines for Bidder:

CHECKLIST

Single Stage - One Envelope Procedure					
S. No	Sequence of Documents (Must be in file using separators)	Check box			
1	Tender Fee in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS				
2	Bid Security (% mentioned in bid data sheet), in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS				
3	Financial Proposal				
4	Technical Proposal				
5	All pages of SIEHS tender documents have been signed & stamped				
6	Active Tax Payer Document (Must be printed from FBR / SRB portal and not more than 7 days before the submission of documents)				
7	NTN Certificate				
8	GST / SST (which ever applicable) - Status must be active and printout to be attached				
9	For last three years income tax return document or financial audit report				
10	Copy of CNIC of signatory of the Bid Form				
11	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				
12	Documents mentioned in evaluation criteria for scoring purpose				
13	Tender Fee in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS				



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

SIEHS invites sealed bids on <u>Single Stage-One Envelope Procedure</u> for the provision of Printed Stationery Supplies from well reputed companies registered with federal / provincial tax authorities.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

INVITATION TO BID

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for provision of Medicines & Surgical Disposables from registered well-reputed companies available on List of Active Tax Payers" of FBR (For Income Tax) & GST (For Sales Tax) websites.

Tender fee	Rs. 3,000/- (Rupees three thousand rupees only) Non-Refundable
Bidding procedure	Single Stage – One Envelope Procedure
Bid security	2% of the total bid value.
Deadline for submission of bids	15 th June, 2023 by 09:30am
Bid opening date and time	15 th June, 2023 at 10:00am

- 1. Bidding documents are available on the websites of Sindh Public Procurement Regulatory Authority (SPPRA) (http://ppms.pprasindh.gove.pk) and Sindh Integrated Emergency and Health Services (SIEHS), (http://siehs.org/tender-documents/) and bidder is required to enclose Pay Order / Demand Draft for the tender fee (Rs. 3,000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates.
- 2. SIEHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the website, SIEHS will not be responsible of any confusion or misunderstanding in this regard.
- 3. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.
- 4. SIEHS reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2022).



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

LIST, TECHNICAL SPECIFICATIONS & QUANTITIES FOR DRUGS/MEDICINES/MEDICAL DEVICES AND SURGICAL DRESSINGS.

NOTE:

1. Please note that only those manufacturers or their authorized agent/sole agent shall apply who's manufacturing license is valid and drugs/ medicinal items shall be quoted which are registered with **Drug Regulatory Authority (DRAP)** Government of Pakistan, valid registration certificates of each quoted drugs/ items shall be provided by the F.I.D concern/ senior executive.

All manufacturers/ suppliers of durgs/ medicine, medical devices and surgical items are required to incorporate logo of "NOT FOR SALE" on each individual product packaging.

Medicines & Surgical Disposable Technical Specifications & Scope of Work

LIST OF ITEMS FOR PURCHASE OF MEDICINES & SURGICAL DISPOSABLES

ITEM DESCRIPTION	SPECIFICATION	SAMPLE REQUIRED	BRAND/ MANUFACTURER	UOM	TENTATIVE QUANTITIES
ACTIVATED CHARCOAL	 50 GRAMS PACK FINE POWDER BLACK,FLAVOURLESS, ODOURLESS PROPER SEALING 	YES	NIGEHBON / AKUH PHARMACY / KAUSAR MEDICO / SINDH LAB / EQUIVALENT	BOTTLE	93
ASPRIN (ACETYL SALICYLIC ACID)	 300MG SOLUBLE, BLISTER / STRIP PACK OF 30'S OR LESS WITH LEAFLET 	NO	RECKITT BENCKISER / EQUIVALENT	TAB	3000
INF. 5% DEXTROSE SALINE	 500 ML INJECTION/DRIP PROPER ACCESS PORT PROPER COVERING OF ACCESS PORT CONTAINER IS SUITABLE FOR THE ACCEPTANCE, STORAGE, AND ADMINISTRATION OF INJECTION SOLUTION PROPER HANGER TO HANG IT UP LABEL, PAPER LABEL, FOIL LABEL, PRINTING OR 	YES	MEDISOL / B BRUAN / STERIFLUID / PLABOTTLE OTSUKA / SEARLE / GEESOL / EQUIVALENT	BOTTLE	1460



	EMBOSSING USED TO IDENTIFY THE PRODUCT CLEAR EXPIRY DATE PROPER SEALING				
INF. 25% DEXTROSE WATER	 20 ML INJECTION PROPER ACCESS PORT PROPER COVERING OF ACCESS PORT CONTAINER IS SUITABLE FOR THE ACCEPTANCE, STORAGE, AND ADMINISTRATION OF INJECTION SOLUTION LABEL: PAPER LABEL / FOIL LABEL, PRINTING OR EMBOSSING USED TO IDENTIFY THE PRODUCT CLEAR EXPIRY DATE PROPER SEALING 	YES	OTSUKA / GEESOL / EQUIVALENT	AMPULE	4800
INJ. DICLOFENAC SODIUM	75MG,AMPOULE OF 3ML,IV/ IM USE	YES	ASIAN CONTINENTAL / EQUIVALENT	INJ	4780
	• AMPOULE OF 0.1%, 1ML • I/V USE	YES	VENUS PHARMA / AMEER PHARMA / ELICE PHARMA / LAWRENCE PHARMA / PDH PHARMA / EQUIVALENT	INJ	2300
GLYCERYL TRINITRATE	 TABLET 0.5 MG PROPER SEALING ALU PACK/BLISTER PACK 	YES	GSK PAKISTAN / EQUIVALENT	ТАВ	3000
INJ. METOCLOPRAMIDE	AMPOULE OF 10 MG, 2ML I/M and I/V USE	YES	GSK PAKISTAN / INDUS PHARMA / EQUIVALENT	INJ	2780
	AMPOULE OF 5 MG, 5MLI/M & I/V USE	YES	MARTIN DOW PHARMACEUTICALS (PAK) LTD /BOSCH / EQUIVALENT	INJ	1120
	AMPOULE OF 0.4 MG, 1ML I/M & I/V USE	YES	ROTEX MEDICA, BAJWA PHARMA / EQUIVALENT	INJ	560



INF. 0.9% NORMAL SALINE	 100 ML PROPER ACCESS PORT PROPER COVERING OF ACCESS PORT CONTAINER IS SUITABLE FOR THE ACCEPTANCE, STORAGE, AND ADMINISTRATION OF INJECTION SOLUTION PROPER HANGER TO HANG IT UP LABEL, PAPER LABEL, FOIL LABEL, PRINTING OR EMBOSSING USED TO IDENTIFY THE PRODUCT CLEAR EXPIRY DATE PROPER SEALING 	YES	MEDISOL / FDL / OTSUKA / GEESOL / EQUIVALENT	BOTTLE	2960
INF. 0.9% NORMAL SALINE	 500 ML INJECTION/DRIP PROPER ACCESS PORT PROPER COVERING OF ACCESS PORT CONTAINER IS SUITABLE FOR THE ACCEPTANCE, STORAGE, AND ADMINISTRATION OF INJECTION SOLUTION PROPER HANGER TO HANG IT UP LABEL, PAPER LABEL, FOIL LABEL, PRINTING OR EMBOSSING USED TO IDENTIFY THE PRODUCT CLEAR EXPIRY DATE PROPER SEALING 	YES	MACSOL / STERIFLUID / B BRUAN / MEDISOL / PLABOTTLE OTSUKA / GEE-SOL/SEARLE / EQUIVALENT	BOTTLE	1280
INJ. OMEPRAZOLE	VIAL OF 40 MG, 10MLI/V USEPROPER SEALING	YES	BOSCH / EQUIVALENT	INJ	4343
INJ. PHENIRAMINE MALEATE	AMPOULE OF 50 MG, 2ML I/M USE	YES	SANOFI AVENTIS / AMROVIL (AMROS) / EQUIVALENT	INJ	1400
OINTMENT SKIN POLYMYXIN B SULPHATE + BACITRACIN	TUBE – 20 G POLYMYXIN B-10,000 UNITS/G BACITRACIN-500 UNITS/G EXTERNAL USE	NO	GSK PAKISTAN / EQUIVALENT	TUBE	461
POVIDONE-IODINE 7.5% SURGICAL SCRUB	BOTTLE – 450 ML PLASTIC BOTTLE 7.5%W/V POVIDONE-IODINE TOPICAL SOLUTION	NO	BROOKES PHARMA / EQUIVALENT	BOTTLE	238



I NERULZING	BOTTLE – 20 ML 5MG/ML	NO	GSK PAKISTAN / ZAFA / EQUIVALENT	BOTTLE	640
INJ. TRANEXAMIC ACID	AMPULE 500 MG/5 ML I/V USE	YES	ASIAN CONTINENTAL / EQUIVALENT	INJ	3500
AIRWAY - ADULT SIZE 2		YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
OIZL 3	PROPER SEALING SUITABLE FOR MAINTAINING AN	YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
AIRWAY - ADULT SIZE 4	 UNOBSTRUCTED OROPHARYNGEAL AIRWAY, THE MDEVICES GUEDEL AIRWAYS MUST BE MADE FROM SEMI-RIGIS NON-TOXIC 	YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
AIRWAY - ADULT SIZE 5	POLYETHYLENE AND ARE COMPLIANT TO STANDARD LENGTHS. PRODUCT MUST BE COLOR CODED. SIZES AND COLOR CODING DETAILS MENTIONED ON INDIVIDUAL PACKING.	YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
AIRWAY - CHILD SIZE 0		YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
AIRWAY - CHILD SIZE 00	 EXPIRY (Preferred) LABEL MUST BE WITH PERMANENT PRINTING 	YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
AIRWAY - CHILD SIZE 1		YES	NOBLE / DYNAKARE / WELLMED / PROTECH / EXCEL / EQUIVALENT	EACH	500
DISPOSABLE HEAD CAP	STANDARD SIZE PACKING OF 100 PCS	NO	LOCAL	PKT	1200
DISPOSABLE RAZOR	PLASTIC DOUBLE BLADE	NO	BIC BODY / EQUIVALENT	EACH	500
ECG PAPER ROLL	PAPER WIDTH: 50MM, LENGTH: 30M, PAPER TYPE: ROLL, GRID COLOR: RED.	NO	MEDICARE / HOGY	EACH	50



GAUZE PADS STERILISED	STERILE GAUZE DRESSINGS USP. SIZE 4" X 4" X 8 PLY USP (STERILE). BOX OF 10 PACKETS (EACH PACKET CONTAINS 1 X 12 PIECES)	YES	SURGITEX / ASIAN FIBRE / SURGICAL FIBRE / EQUIVALENT	PKT	1000
UNSTERILISED	UNSTERILE GAUZE SWAB MADE FROM 100% COTTON GAUZE FABRIC SWABS HAVE FOLDED EDGES WHICH ENSURE THAT THERE ARE NO LOOSE THREADS PACKING OF 100 PCS	YES	SURGITEX / ASIAN FIBRE / EQUIVALENT	PKT	1500
GYNE KIT	PROPER SEALING STERILIZED GAUZE PADS CLAMPING CLIPS SURGICAL BLADE LATEX GLOVES GOWN WRAPPING SHEET DSIPOSABLA TRAY MATERNITY PADS UNDERWEAR (L) DISPOSABLE PAPER TOWEL	YES		SET	400
I.V STOPPER/ HEP LOCK	UNIVERSAL STOPPER MADE UP FROM DEFINED STANDARDS* (ANTI-COAGULANT)		MEDICARE / TOSHIBA / SAFETY / EQUIVALENT	EACH	6800
IV CANNULA (14G)		YES	B BRAUN / VASOCATH / SEARLE / EQUIVALENT	EACH	350
IV CANNULA (20G)	 CATHETER, PTFE TUBING MADE UPTO THE REQUIRED STANDARD. PTFE LOWEST CO- EFFICEINT OF FRICTION, COLOR CODING AND FLOW RATES AS PER STANDARDS. DOCUMENTS REQURIED.* 		B BRAUN / VASOCATH / SEARLE / EQUIVALENT	EACH	4350
IV CANNULA (24G)		YES	B BRAUN / VASOCATH / SEARLE / EQUIVALENT	EACH	2600



IV DRIP SET	TUBING MADE FROM MEDICAL GRADE VIRGIN PTFE, FLOW RATE AS PER STANDARD*		M.I INFUSION / MASTER / STAR / SEARLE / EQUIVALENT	EACH	1250
OXYGEN NASAL PRONG	SIZE INFANT ADJUSTABLE, SMOOTHLY FINISHED NASAL TIPS FOR MAXIMUM PATIENT COMFORT - INFANT		CLASSIC / UNICARE / MEDICARE / PERFECT/ SAFETY / HOME CARE / COMFORT / LIFE CARE / EQUIVALENT	EACH	4200
OXYGEN NASAL PRONG	 SIZE ADULT ADJUSTABLE, SMOOTHLY FINISHED NASAL TIPS FOR MAXIMUM PATIENT COMFORT - ADULT EAR LOOP 	YES	CLASSIC / UNICARE / MEDICARE / PERFECT/ SAFETY / HOME CARE / COMFORT / LIFE CARE / EQUIVALENT	EACH	7000
NEBULIZER MASK	SIZE ADULT TRANSPARENT NEBULIZER MASK KIT AND PIPE SET WITH MEDICINE CUP FOR ADULT EAR LOOP		MEDICARE / HEALTH CARE / SAFETY / UNICARE / WASCO / EQUIVALENT	EACH	4300
NEBULIZER MASK	SIZE CHILD TRANSPARENT NEBULIZER MASK KIT AND PIPE SET WITH MEDICINE CUP FOR CHILD EAR LOOP		MEDICARE / HEALTH CARE / SAFETY / UNICARE / WASCO / EQUIVALENT	EACH	1200
OXYGEN MASK	 SIZE ADULT OXYGEN MASK ADULT ELONGATED WITH STANDARD 7' OR 2.1M TUBING, ELASTIC STRAP STYLE, SALTER LABS EAR LOOP 		COMFORT CARE / SAFETY / FINE / UNICARE / WASCO / EQUIVALENT	EACH	9000
OXYGEN MASK	SIZE CHILD OXYGEN MASK CHILD ELONGATED WITH STANDARD TOR 2.1M TUBING, ELASTIC STRAP STYLE, SALTER LABS EAR LOOP	VEQ	COMFORT CARE / SAFETY / FINE / UNICARE / WASCO / EQUIVALENT	EACH	2100
OXYGEN MASK	SIZE INFANT OXYGEN MASK INFANT ELONGATED WITH STANDARD 7' OR 2.1M TUBING, ELASTIC STRAP STYLE, SALTER LABS EAR LOOP	VEQ	COMFORT CARE / SAFETY / FINE / UNICARE / WASCO / EQUIVALENT	EACH	3200
CERVICAL COLLAR	SOFT LARGE SMOOTH EDGES	YES	FDA CE / CERTEZA / ORTHOMED / EQUIVALENT	EACH	300
CERVICAL COLLAR	SOFT MEDIUM SMOOTH EDGES	YES	FDA CE / CERTEZA / ORTHOMED / EQUIVALENT	EACH	50



SUCTION CATHETER YAUNKER	SURGICAL SUCTION INSTRUMENTS ARE MADE OF A MALLEABLE VINYL, ARE NONBREAKABLE, AND HAVE A SMOOTH INNER LUMEN.	YES	X-MED / INTRA LINE / ARMAK / MEDICARE / KYOLIN / EQUIVALENT	EACH	400
SUCTION CATHETER 16F	TUBING MADE OF MEDICAL QUALITY STANDARDS HAVING EASY GLIDING CHARACTERSTICS WITH SMOOTH TUBING SURFACE	YES	GREEN / PIEGON / MEDICARE / EQUIVALENT	EACH	1300
SUCTION CATHETER 8F	AND ATRAMATIC ROUNDED CATHETER TIP, MUST HAVE SOFT PVC WITH COLOR CODED CONE FITTING.		GREEN / PIEGON / MEDICARE / EQUIVALENT	EACH	600
SUCTION TUBE	REUSABLE (Preferred)	YES	X-MED / INTRA LINE / LOCAL[NO BRAND NAME] / LIFE LINE / MEDICARE / EQUIVALENT	EACH	750
SURGICAL PAPER TAPE	SIZE 2 INCH MEDICAL TAPE TRANSPARENT WATERPROOF WIDE AREA FIXATION	YES	HOME CARE / NATIONAL / MASTER / RECO / KBM / EQUIVALENT	EACH	4362
SYRINGE 10ML	BLISTER PACK WITH LEUR LOCK	YES	BD / NIPRO / TERUMO / MASTER / MEDICARE / NISA / EQUIVALENT	EACH	7000
SYRINGE 5ML	AUTODISABLE BLISTER PACK WITH LEUR LOCK	YES	BD / NIPRO / TERUMO / MASTER / MEDICARE / NISA / EQUIVALENT	EACH	2900
VOMITING BAG	MADE FROM COATED PAPER, IN FOLDED SHAPE WITH HOLDING CAPACITY OF LIQUID			EACH	12300
ALCOHOL SWABS	• 200 PCS/PKT	YES	HOME CARE / SAFETY / WE CARE / NEW CARE / GREEN STAR / MEDICARE / CARE SAFE / MAXON / EQUIVALENT	PKT	500
DISTILLED WATER	• 6 LTR/BOTTLE	NO		BOTTLE	1000



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MEDICAL WOODEN SPLINTS	SIZE 18 INCH SMOOTH AND LIGHT WEIGHT WOOD	YES		EACH	1270
MEDICAL WOODEN SPLINTS	SIZE 24 INCH SMOOTH AND LIGHT WEIGHT WOOD	YES		EACH	1188
MEDICAL WOODEN SPLINTS	SIZE 6 INCH SMOOTH AND LIGHT WEIGHT WOOD	YES		EACH	1126
MERCURY FREE THEROMETER	MECURY FREE MANNUAL AMALGUM - GALINSTAN	YES	MEDIASK / EQUIVALENT	EACH	384
MEDICATED / SURGICAL ABSORBENT COTTON ROLL	• 200 GRAMS	YES		EACH	1333
GLUCOMETER STRIP WITH LANCET	INDIVIDUAL PACKING 25 STRIP / PACKET	NO	COMPATIBLE WITH ON-CALL METER	PKT	2100
BABY WRAPPING SHEET		NO	LOCAL	EACH	500

PAYMENT TERMS:

SIEHS standard payment terms are 45 days' credit after submission of correct invoice. Under requirement of advance payment, successful bidder will be required to submit a pay order or bank guarantee of same amount (inclusive of tax) as guarantee and refunded upon successful completion of the contract/Agreement.

BIDDING PROCEDURE

Bids should be submitted in accordance with instructions and bidding procedure shared in this document. Bids are invited as per Single Stage – One Envelope Procedure in accordance with rule sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2022).



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INSTRUCTIONS TO BIDDERS

- 1. Bidder must read all the contents of IFB/NIT as well as Bidding Document and understand all the requirements.
- 2. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 3. Bid Security shall be inserted in the proposal.
- 4. There should not be any over-writing, double writing, crossed, additional conditions.
- 5. Rates are to be quoted clearly in digits as well as in words 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 proposal accordingly.
- 8. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, without tender fee, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.

ELIGIBILITY CRITERIA FOR BIDDERS

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

LIST OF DOCUMENTS TO BE ENCLOSED: -

- 1. Bidder(s) must ensure that the following documents are enclosed with the proposal.
- 2. Complete bidding documents, duly signed and stamped on its each/every page as acceptance of all terms & conditions of this tender document.
- 3. Pay Order of Rs. 3,000/- in favor of Sindh Integrated Emergency and Health Services (NTN: 4979065)
- 4. Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate /On line verification of Active Tax Payer for Sales Tax. Must be registered in province of Sindh for provincial tax/SRB.
- 5. Copy of CNIC of signatory of the Bid Form.
- 6. Audited financial statement of the bidder for last three years (if available).



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- 7. Complete details of turn-over of at least last three years duly supported with the documentary evidence in shape of bank certificate or any authentic document.
- 8. Affidavit on stamp paper Rs.100 duly notarized to the effect that the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
- 9. Affidavit on stamp paper Rs.100 duly notarized to the effect that the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
- 10. Valid documentary evidence in support of evaluation and qualification criteria.
- 11. Bid Security of required amount and form.
- 12. Bid form(s) duly filled in all respect and clearly quoted price.
- 13. 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.
- 14. Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.

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

CLARIFICATION / QUERIES ON TENDERING DOCUMENTS

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

BID PRICE

- 1. The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- Price / bid offer must be valid for 6 months from the date of contract agreement. However, Order(s) will be placed as per the requirement after receiving the demand from the concerned department of SIEHS from time to time during the contract period.
- 3. 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.).
- 4. 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.
- 5. The price / bid offer shall be entered against each item / material / good for the whole duration of contract period.



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6. 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 Proposals. The bids without or less than Ninety (90) days validity will be rejected.

LANGUAGE OF BIDS:

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

BID SECURITY / EARNEST MONEY

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

ACCEPTANCE / REJECTION OF BID

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

The bid shall be rejected if:

- 1. It is substantially non-responsive in a manner prescribed in this tender document.
- 2. It is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.
- 3. Bidder has conflict of interest with the SIEHS.
- 4. Bidder engages in corrupt or fraudulent practices in competing for Contract award.
- 5. Bidder tries to influence the bid evaluation / Contract award.
- 6. Bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 7. Unsigned, incomplete, partial, ambiguous, conditional, alternative, late



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- 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

FORFEITURE OF BID SECURITY

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

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

CANCELLATION OF BIDDING PROCESS

SIEHS Procurement committee:

- 1. May cancel the bidding process at any time prior to the acceptance of a bid or proposal.
- 2. Shall incur no liability towards the bidders.
- 3. Shall intimate the cancellation of bidding process immediately and upload a notice on the company website followed by prompt return of bid security.
- 4. Shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

AMENDMENT OF TENDER DOCUMENT

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



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PERIOD OF CONTRACT

The period required for completion based on the delivery timeline provided in the quotation. The period will start from the issuance of contract till the end of actual delivery of the items.

DEADLINE FOR SUBMISSION OF BID

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

SINGLE STAGE - ONE ENVELOPE PROCEDURE.

- 1. Bid shall comprise a single package envelope.
- 2. SIEHS shall evaluate the proposal in a manner prescribed in advance and reject any proposal which does not conform to the specified requirements. No amendments in the proposal shall be permitted after the submission of documents.
- 3. Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- 4. The bid should contain all the relevant information and desired enclosures in the prescribed format
- 5. Bid should be submitted in a sealed envelope:
 - 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.



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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.

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.
- 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. 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.
- 4. The Bids/Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

ANNOUNCEMENT OF BID EVALUATION REPORT

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



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& SURGICAL
DISPOSABLES ITEMS
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BID EVALUATION CRITERIA - 100 Marks

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

- 1. The Bids shall be evaluated on complete Lot / Group / Package basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.
- 2. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- 3. Bidders achieving minimum 60% overall points / marks will be considered only for further process. Documentary evidence must be attached in support of your claim.



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ELIGIBILITY CRITERIA (Minimum 60% score is required from the following criteria)

Description	Marks	Marks Obtained
CNIC (Both Qualified person & proprietor/ partner)	Comp	ulsory
Bid Security	Comp	ulsory
Tender Receipt	Compulsory	
Undertaking on Stamp Paper worth Rs:100 (Minimum)		
 Regarding Non Cancellation / Suspension of Drug sale license by the competent authority within last two years. Non seizure of the premises due to any violation of the Act within last two years. Non blacklisting from any public procuring agency of Pakistan to the bidder. Non concealment of the facts Proprietor/ owner is/was not a subject of bankruptcy proceedings receivership, any other form of liquidation. 	Comp	ulsory
Value of Inventory a. Less than 2 million = 0 b. Less than 5 million but more than 2 million= 5 c. Equal to or More than 5 million= 10 (hard copy attached and verified online at time of inspection)	10	
Working Experience with any public sector / well reputed private sector hospital a. No experience=0 b. less than 3 years but more than 01 year =05 c. More than 3 years =10	10	
Turnover for past 02 years a. If more than or equal to 5 Million =04 b. If more than or equal to 5 Million but less than 7 Million= 7 c. If more than or equal to 7 Million but less than 10 Million= 10	10	



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(Evidence Required i.e. Audited Report / Bank Statements)		
(Company or its sister concern)		
NTN/GST Certificate	10	
Active Tax Filer	10	
GRAND TOTAL	. 50	
QUALIFYING MARKS: (60%) from the above 50 marks	I	

MARKING CRITERIA FOR MANUFACTURER (FOR DRUGS/MEDICINES)

DESCRIPTION	MARKS FOR EVALUATION
ACTIVE PHARMACEUTICAL INGREDIENT (API) SOURCE	20
Original Source / Research Molecule	20
Source Licensed by Original or accredited by FDA/ USFDA/WHO/EMA	15
Others Source	10

The firm will provide regular import trail of each API along with supporting documents including Goods Declaration

& GMP of the concerned regulatory authority. In case of API of local source i.e. Pakistan ,invoice & certificate of analysis is required.

FINANCIAL CAPACITY OF THE BIDDER Annual Turnover of last financial Year	20
500 Million or above	20
Between 100 Million- 500 Million	15
Between 50 Million-100 Million	10
Less than 50 Million	05

The bidder will provide valid copies of certificates i.e. Federal Board of Revenue document showing the annual sale of the firm and last year Audited Balance Sheet.

PRODUCT EXPERIENCE	20
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SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

(I (I C	Experion appointment in Experior appointment in Experi	oducts having less than one-year experience will be in ence will be calculated from date of registration with Deplicable for new generic products). Indeplicable for new generic products and the providences like the provide verifiable documentary evidences in the provide verifiable documentary evidences in the provide verifiable documentary evidences are calculated as a series of the provided provided the provided provided provided the provided provi	RĂP ke	
	i.	Supply of the quoted product in different Institutions (Government, Semi Government, private Institutions 1-2 years (7) 3 -4 years (10) 5-6 years (15)	15	
	ii.	Market availability of quoted item in leading Chain Stores & Pharmacies for last two years.	5	
		GRAND	TOTAL	60
Q	UALIF	YING MARKS: (60%) from the above 50 marks	•	

MARKING CRITERIA FOR SOLE AGENT (FOR DRUGS/MEDICINES)

DESCRIPTION	MARKS FOR EVALUATION	
BIDDER & MANUFACTURER RELATIONSHIP Sole Agent Certification from Manufacture	20	
Less than 02 years	05	
Upto 5 years	10	
More than 5 years	20	
COMPLIANCE WITH QUALITY STANDARDS OF PRODUCT	20	
FDA/ WHO/CE approved	20	
Others	10	
FINANCIAL CAPACITY OF THE BIDDER Annual Turnover of last financial year	20	
500 Million or above	20	
Between 100 Million- 500 Million	15	
Between 50 Million-100 Million	10	
Less than 50 Million	05	
The bidder will provide requisite documents i.e. Federal Board of Revenue document showing the annual sale of the firm.		
PRODUCT EXPERIENCE	20	



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

		GRAND TOTAL	80
	years.	5	
li	Market availability of quoted item in leading Chain Stores & Pharmacies for last two	5	
	3 -4 years (10) 5-6 years (15)		
ı	1-2 years (7)	15	
	Government, private Institutions	15	
	Supply of the quoted product in different institutions (Government, Semi		
ers.			
merc	cial invoices/, purchase orders & delivery challe		
e bido	der shall provide verifiable documentary evider	nces like	
	icable for new generic products).	WITH DRAP	
periei	and will be coloulated from data at registration	with DDAD	
•	lucts having less than one year experience will nee will be calculated from date of registration	9	

CRITERIA FOR INSPECTION OF PREMISES FOR LOCAL PURCHASE OF DRUGS/MEDICINE & SURGICAL DISPOSABLE

M/s.			

DESCRIPTION	TOTAL MARKS	OBTAINED MARKS
Valid Drug Sale License (Pharmacy) at Form 9	Mandatory	
Presence of qualified person during the operational hours	Mandatory	
General Condition of the premises.	5	
Availability of Stock (National/ Multinational/ Imported drugs) (provision of List of stock)	5	
Record of sale/purchase maintained/not maintained (verified through hard copy)	10	
The reseller participating in bidding process must provide at least 08 recent Purchase Orders of active clients in Health Sector.	10	



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Supply chain facility; (carrier facility to supply temperature sensitive drugs from the pharmacy to the SIEHS)	10		
GRAND TOTAL	40		
QUALIFYING MARKS = 60% from the above 50 marks			

	DESCRIPTION	TOTAL MARKS	OBTAINED MARKS
Lowest quoted	price	30	
•45 days credit – 20 marks •Payment terms •A5 days credit – 20 marks •Payment on delivery – 15 marks •Combination of advance and credit (45 days)– 10 marks •100% Advance - 0 marks		20	
	GRAND TOTAL	50	
QUALIFYING N	IARKS = 60% from the above 50 marks		

Note: Qualified bidder will require 60% marks from the above mentioned evaluation criteria.

Lowest Price Calculation: 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:

[Lowest quoted price ÷ Next higher proposed price of the competing bidder] x allocated financial score

- a. Preference will be given to manufacturer/distributor
- b. For the purposes of determining the best advantageous bid, facts other than price such as previous performances, previous experience, OEM Authorization, quality assurance, expertise, financial soundness and such other details, SIEHS at its discretion, may consider appropriate will be taken
- c. Total tender item quantities will be split into two delivery schedules and will be delivered at three locations (Karachi, Hyderabad and Sukkur)
- d. First schedule will be deliver by successful bidder in first week of Jul 2023 (Tentatively)
- e. Second schedule will be deliver by successful bidder in last week of Sep 2023 (Tentatively)

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.



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Arithmetical errors will be rectified on the following basis:

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

PENALTY

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

EXPIRY OF PRODUCT

Minimum one-year expiry is necessary required. Less than one expiry from the date of delivery will be rejected.

PERFORMANCE SECURITY

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

REFUND OF PERFORMANCE SECURITY

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

FORFEITURE OF PERFORMANCE SECURITY

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

APPLICABLE LAW

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



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

ARBITRATION

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

RIGHT TO VARY QUANTITIES AND SPLIT ORDER

SIEHS reserves the right to increase and/or decrease the number of locations originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period. The price applicable for addition of a location will be averaged based on overall price divided by the number of current locations provided in the current scope of work.

TERMINATION & CANCELATION OF CONTRACT

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

REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

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

COST OF TENDERING

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

COST OF STAMP DUTY

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

THIRD PARTY SERVICES

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

CANCELLATION OF CONTRACT

If the successful bidder fails to provide the satisfactory services, the SIEHS shall be entitled with the option to cancel the contract and recover the damages besides forfeiture of Performance



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Guarantee. SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

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.

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.

SIGNING OF CONTRACT

SIEHS will send the successful bidder the draft contract agreement, incorporating all term & conditions between the parties. Within fifteen (15) days of receipt of the Contract Form, 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.

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		26 th May 2023
Addressing of queries from bidders	Not later than 03:00pm	9 th June 2023
Tender document purchase / collection (Available at Sindh Public Procurement Regulatory Authority (SPPRA) (http://ppms.pprasindh.gove.pk) and SIEHS website (www.siehs.org)		By 14 th June 2023
Bid submission by vendors	9:30 am	By 15 th June 2023
Bid Opening by the Procurement Committee	10:00 am	15 th June, 2023



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* Analysis of bid along with clarification of queries if any	16 th June 2023 to 20 th June 2023
* Internal approvals and project award with Letter of intent	17 th June 2023 till 27 th June 2023

*Timeline is estimated and may change based on technical complexities. For any changes of dates, bidders will be informed via email on their provided correspondence email id and also update at the websites of Sindh Public Procurement Regulatory Authority (SPPRA) (http://ppms.pprasindh.gove.pk) and at SIEHS website (http://siehs.org/tender-documents/).

Interested bidder are requested to show their interest by providing their details @ procurement@siehs.org or azeem.hassan@siehs.org so if there is any change in date of bid opening so it can be communicated to respective stakeholders accordingly.



	BID DATA SHEET
Company name	Sindh Integrated Emergency & Health Services (SIEHS)
Bid submission	Bids to be submitted in the Tender box placed at SIEHS head office, Monday – Friday 9:00 am to 5:00 pm Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.
Procurement Focal person	Ms. Ayesha Kanwal Mr. Azeem Hassan Khan Yousuf Zai
Email address	procurement@siehs.org
Contact number	021-111-111-823, Ext 2004
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
Bid validity	Bid validity period shall be 60 days after opening of proposal
Deadline for bid submission	By 9:30 am on 15 th June 2023
Date, Time and Place of Bid opening	At 10:00 am on 15th June 2023
Performance Security	5% of the total contract value as per agreed timeline for completion of project. This amount will be returned to the supplier once the satisfactory report received from SIEHS



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VENDOR INFORMATION FORM

Date:					
Name of the Company					
NTN for Company / CNIC for individuals			Date o	of establishment	
Company GST if available			Provin	acial sales tax ers (SST) if available	ζ .
Nature of Business					
Complete office address					
Name of the authorized contact person					
Email address for correspondence					
Telephone number (Extension if any)	Mobile Number				
Any sister concern company	□ YES If YES, places provide details:		de details:		
7 my sister concern company	□NO	If YES, please provide details:			
Signature of authorized person					
Is any of your relatives / friends working in / for SIEHS?	□ YES	If YES, please provide details:			
working in / for Sieris:	□NO				
provided are true and correct to the event of any information	the best of my n found fals he placed pu	information and documentation e best of my / our knowledge. In found false or incorrect, the placed purchase order will be Company stamp, if available			
labor is employed by the compa					



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BID FORM / PRICE SCHEDULE

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

Commercial proposal

QUOTE	Ξ								
S.NO	ITEM DESCRIPTION	QTY	QUOTED BRAND	SAMPLE SUBMITTED	UNIT PRICE	TAX	NET UNIT PRICE	NET AMOUNT	TOTAL AMOUNT
1				YES / NO					
2				YES / NO					
3				YES / NO					
							GRAND	TOTAL (PKR)	
TOTAL	PRICE IN WORDS								

- The above mentioned rates/prices should be inclusive of all applicable taxes (WHT/SRB/GST)/duties/delivery charges etc.
- Main equipment with standard accessories including comprehensive warranty as per manufacturer recommendations.
- INCOTERM is DDP, Karachi, Pakistan and delivery at the designated delivery locations across Sindh province.
- Above prices should inclusive of all requirements mentioned scope of work.
- Validity of Offer/Proposal: 90 days from date effective of bid opening
- The above rates/prices should inclusive of all applicable taxes/duties/delivery charges etc.

•	Payment terms (in calendar days):
•	Delivery time (in calendar days):
•	Signature with date:
Name:	:
CNIC:	
	nation:
Compa	any:
Stamp	x

Submission of the bid by the bidder reflects the acceptance of the SIEHS tender terms and conditions.



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VENDOR REGISTERATION FORM

SINDH ANGALE DEPOYCE		Vendor Regi	istratio	n Form	
Date:					
Name of the Company					
NTN for Company / CNIC for individuals		1	Date of	establishment	
Company GST if available		177		ial sales tax numbers available	
Nature of Business					
Complete office address					
Name of the authorized contact person					
Email address for correspondence					
Telephone number (Extension if any)		1	Mobile	Number	
•	□ YES	ICVEC -1			
Any sister concern company	□ NO	If YES, please provide details:			
Signature of authorized person	212				
Is any of your relatives / friends	□ YES	If YES, please provide details:			
working in / for SIEHS?	□ NO	— See See See See See See See See See Se			
Declaration: I / We hereby declare that all info provided are true and correct to the event of any information four with SIEHS and the placed purch. I / We hereby declare that no illestabor is employed by the companion.	he best of m nd false or in ase order w gal human r	ny / our knowledge. ncorrect, the registra will be cancelled. resource and/or child	ation	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.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

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 power and boding its registered office at
, 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
<u>6 PECHS Raazi Road, Karachi,</u> 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 WITHESSETH;
Annexure A – General Terms and Conditions
Annexure B – Scope of Work
Annexure C – Price Schedule / Contract Price



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

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

	pehalf of <u>Sindh Integrated Emer</u>	gency and Health Services	
Signed by	(Nama)		
	(Name)		
	(Signature)		
	(Designation)		
WITNESSES	: :		
(Name)		(Name)	
(Signature)_		(Signature)	
(CNIC)		(CNIC)	
For and on I	pehalf of <u>Successful bidder</u>		
Signed by			
	(Name)		
	(Signature)		
	(Designation)		
WITNESSES	3:		
(Name)		(Name)	
(Signature)_		(Signature)	
(CNIC)		(CNIC)	



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

Annexure A

GENERAL TERMS AND CONDITIONS OF CONTRACT

ARTICLE 1

DEFINITIONS

The following definitions shall apply to this Agreement 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

1.2 <u>COMPANY REPRESENTATIVE</u>

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 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 "Contactor" 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 OR THE AGREEMENT

Agreement / The Agreement means this agreement.

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.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

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.

1.12 <u>LAW</u>

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, 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, 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.**



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

4.3 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 shall remain unchanged during the term of this Agreement unless mutually agreed for any price revision formula / mechanism.
- 5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made after _____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 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.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

- 6.4 The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender T67-2023 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.
- 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 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. 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.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

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 without prejudice to other rights and remedies available to the Company.

ARTICLE 9

TERM & TERMINATION

- 9.1 This Agreement shall remain in full force and effect for a period of <u>year</u> effective from_____
- 9.2 Either party will have the option to terminate this Agreement by giving the other party 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 Services.
- 9.3 Breach of any condition of any term of the 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 immediately without 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 without assigning any further reason and without any notice in writing or otherwise.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

- Supplier / Service Provider fails to comply with any provision of this Agreement, 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, 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 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 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 point of contact.

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-contractor under the Agreement without the prior written consent thereto of the Company.
- 11.2 Any Party to whom the rights and obligations under the Agreement are transferred to subcontractor 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:



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

- a. Be executed in accordance with the provisions of this Agreement;
- 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 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 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

CONFIDENTIALITY

13.1 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 without, in each instance, obtaining the express prior written consent of the owner thereof. These obligations shall survive the expiration or termination of this Agreement.



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

- 13.2 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.
- 13.3 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.

ARTICLE 14

WAIVER

14.1 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 15

APPLICABLE LAW

15.1 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 16

JURISDICTION

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

ARTICLE 17

LANGUAGE

17.1 For all aspects of the Agreement, the English language shall be the ruling language.

ARTICLE 18

SAFETY



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

18.1 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 19

Supplier / Service Provider at:

Company Name:

Address:

NOTICES

19.1 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.

	Name	Designations	Email Addresses	Contact Numbers			
Cor	npany at:						
Sindh Integrated Emergency and Health Services							
	Plot # 43-15/K, Block 06, PECHS						
	<u>Ka</u>	ırachi.					
19.2	be deeme	ed to have been duly given	g required by the Agreement to sent if it is delivered in perseemail, when it is received by the	on to the addressee or,			
١	Name	Designations	Email Address	Contact Numbers			



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

19.3 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 20

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

20.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the purchase order, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the purchase order 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 21

SURVIVAL

21.1 Cancellation, expiration or earlier termination of this Agreement 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 22

ENTIRETY OF THIS AGREEMENT

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

The following annexures will form part of this agreement:

Annexure A – General Terms and Conditions (already mentioned)

Annexure B – Scope of Work & Delivery Schedule

Annexure C - Price Schedule / Contract Price

ARTICLE 23

RIGHT TO VARY QUANTITIES



SUPPLY OF MEDICINES & SURGICAL DISPOSABLES ITEMS Tender # 82-2023

23.1 SIEHS reserves the right to increase and/or decrease originally quantity specified in the tender XX-XXXX without any change in unit price or other terms and conditions during period of performance of this Agreement / contract.

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Χ