

 <p>SINDH INTEGRATED EMERGENCY & HEALTH SERVICES</p>	<p>SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES TENDER DOCUMENTS</p>	<p>SUPPLY WITH INSTALLATION OF VEHICLE BUMPER GRILLS</p>
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Tender Documents – T85 – 2023

Supply with installation of vehicle bumper grills

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SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES TENDER DOCUMENTS

SUPPLY WITH INSTALLATION OF VEHICLE BUMPER GRILLS

TENDER NOTICE

Published in Daily Dawn, Jang & Kawish on 31st May, 2023

Sindh Integrated Emergency & Health Services NOTICE INVITING TENDER organization incorporated under Section 42 of Companies Act, 2017, is providing ambulatory, healthcare and telehealth services to the public in Sindh province.

DAWN WEDNESDAY MAY 31, 2023 ELECTRIC POWER COMPANY (SEPCO) EXPRESSION OF INTEREST (EOI) REGARDING PROVISION OF REPAIR AND MAINTENANCE OF 11KV FEEDERS

دو روزنامہ جنگ کراچی پر 31 مئی 2023 SINDH INTEGRATED EMERGENCY & HEALTH SERVICES TENDER NOTICE NATIONAL TRANSMISSION & DESPATCH COMPANY AMENDMENT NO.04 NOR-129-2023

تنگرانی ناٹون کابینہ جي عدلي جي لاہر لائي، شہر و گندوباتي بيسل SINDH INTEGRATED EMERGENCY & HEALTH SERVICES TENDER NOTICE

روزانہ KAWISH کاشت و پرياسي گيستر و وگهي 15 مريض اسپتال پيٽا

GUIDELINES FOR BIDDERS:

CHECKLIST

Single Stage - One Envelope		
S. No	Sequence of Documents (Must be in file using separators)	Check box
1	Photo copy of Tender fee pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES – SIEHS or the online banking/deposit details.	
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 with frame diagram and measurements	
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	Satisfactory performance letter (if applicable)	
13	Documents mentioned in evaluation criteria for scoring purpose	

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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 - One Envelope Procedure** for the Supply with installation of vehicle bumper grills from well reputed companies registered with federal / provincial tax authorities.

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INVITATION TO BID

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for Supply with installation of vehicle bumper grills 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 rupees only) Non-Refundable
Bidding procedure	Single Stage – Single Envelope Procedure
Bid security	2% of the total bid value.
Deadline for submission of bids	15 th June 2023 by 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 at the website (<http://siehs.org/tender-documents/>), 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.
4. SIEHS reserves the right to reduce quantities of item or cancel all or any item during the course of evaluation process.

SCOPE OF WORK

Supply and installation of vehicle bumper grills on the basis of closed framework contract with fixed prices without the provision of rate revision.

CLOSED FRAMEWORK CONTRACT

Closed framework contract means a contract with specified terms and conditions with an agreed price for a specific period of time.

PURPOSE

The purpose of this project is to install safety grills on ambulances front and back bumpers to reduce damage to the ambulance and its equipment during accidents or any other collision. The project will involve the design, development, and installation of the safety grills.

REQUIREMENTS

Bidder is required to design, fabricate and install the safety grills using high-quality, durable material. Bidder will be responsible for arranging all required material and utilities such as working space, electricity for welding or other fabrication work. MS pipe gauge to be in the between 14 to 16 gauge

TIMELINE

The project is expected to be completed within 2 months from the date of sharing of purchase order.

LOCATION & QUANTITY

The provision and installation of safety grills is required in 3 cities & vehicle models as mentioned below. SIEHS reserves exclusive rights to decrease or increase the number of vehicles mentioned vide this tender document, at the unit rates quoted by the bidder which will remain same regardless of change in number. Tentative number of ambulances to be worked on each location is as follows:

Location of fixing	Hiace - Old model	Foton	Faw	Hilux	Total
Karachi	13	3	8	12	36
Hyderabad		3		8	11
Sukkur		2		7	9

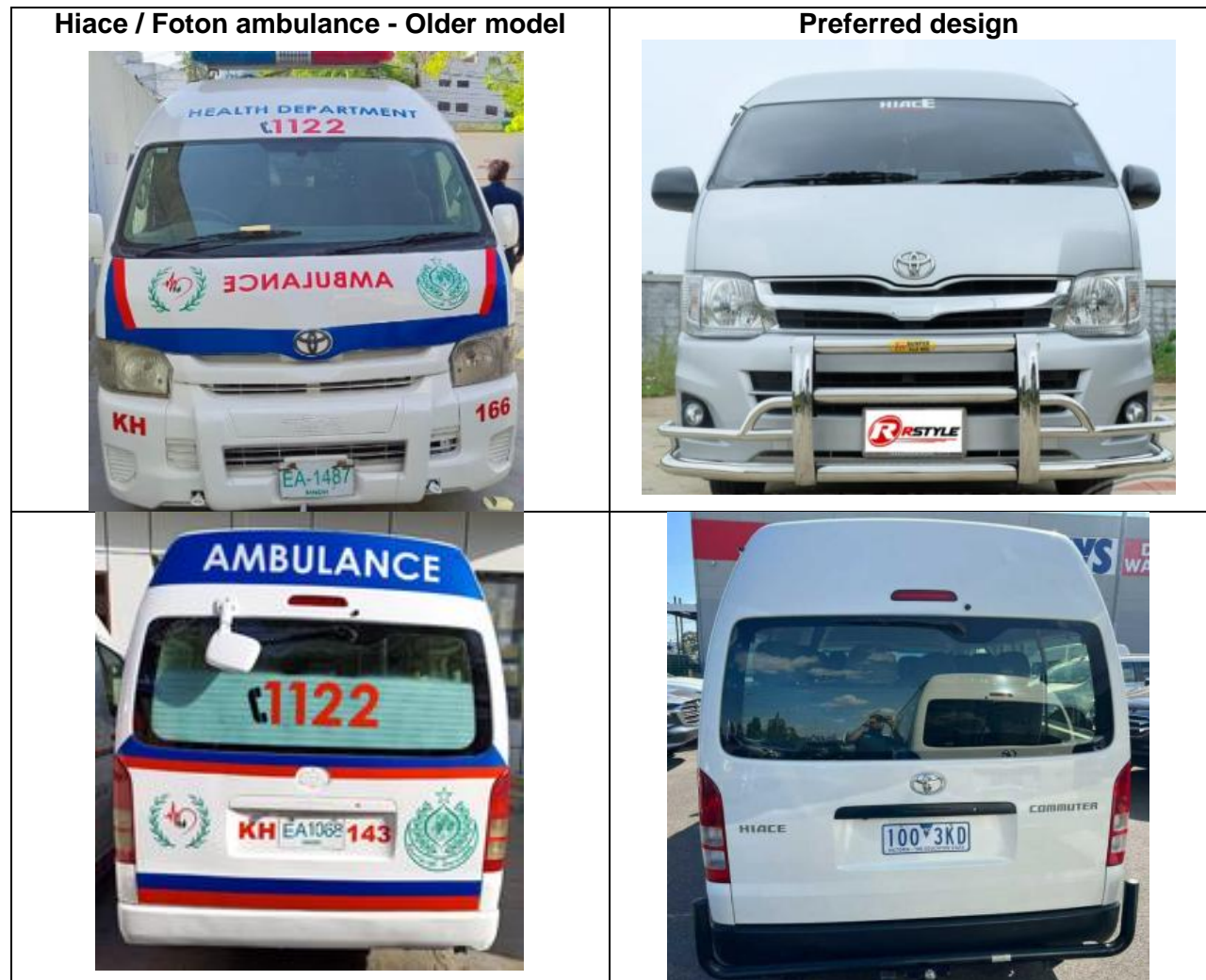
PAYMENT

- Payment to the supplier will be processed within 45 days after receiving of correct invoice.
- Advance payments will only be made if supported by bank guarantee.
- Supplier can submit partial invoices based on the number of completed vehicles.

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SAMPLE

- All bidders are required to share the pipe material and specifications (pipe gauge and frame diagram details) in the technical proposal along with provision of a 4-6 inch cutting of the pipe to be used. Bidders will clearly mark the name of its firm on the provided samples.
- Successful bidder will install safety grills (front and back) as a sample on one vehicle to get the approval of material, installation and workmanship quality.



FAW ambulance



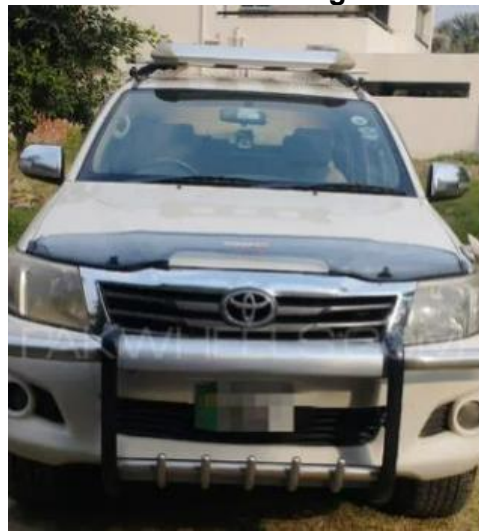
Preferred design



Hilux ambulance



Preferred design





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).

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. Accurate amount of bid security shall be inserted in the 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 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 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. Registration with NTN/ FBR / SRB whichever is applicable.

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2. Bidders company / individual must be available on List of Active Tax Payers" of FBR (for Income Tax) and SRB (For Sales Tax) websites whichever is applicable.
3. The bidder must have at least 3 years of experience in the relevant field pertaining to supply of items. In case of sub-contracting, the bidder (prime) needs to establish the experience of the sub-contractor with verifiable documents.
4. Details of turn-over of at least last three years. Minimum average turnover for the 3 years needs to be at least 10 Million. FBR income tax submission document is required.
5. Affidavit that firm has never been blacklisted.
6. 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.
7. Bidder has to bid for all models of the vehicles and location of work as identified in the scope of work.

Any quote not meeting the eligibility criteria will be considered disqualified.

LIST OF DOCUMENTS TO BE ENCLOSED:

Bidder(s) must ensure that the following documents are enclosed with the bid

1. Complete bidding documents, duly signed and stamped on its each/every page as acceptance of all terms & conditions of this tender document.
2. 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.
3. Copy of active sales tax status i.e. Income tax/GST/SRB to be provided.
4. Copy of CNIC of signatory of the Bid Form.
5. Technical Proposal with frame diagram and measurements.
6. Audited financial statement of the bidder for last three years (if available).
7. Complete details of turn-over of at least last three years duly supported with documentary evidence in shape of FRB income tax return.
8. Affidavit on Rs.100 stamp paper / e-stamp paper (Non-Judicial) that:
 - a. The bidding company is neither blacklisted nor suspended by any National / International and & not involved in any active litigation with GoP or GoS., 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. Filled, signed and stamped SIEHS vendor registration form (attached in the end of the document)
10. Valid documentary evidence in support of evaluation and qualification criteria.
11. Bid Security of required amount and form. Lower amount of bid security will be rejected.
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 make 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.
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.

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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.
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. Successful bidder fails to sign the acceptance of PO or signing the contract/agreement or back-off after acceptance of the Letter of Acceptance or signing of the contract/Agreement.
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.

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 a note to the provided email address shared by the bidder.
- 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 for a period of two months from the date of signing the agreement.

DEADLINE FOR SUBMISSION OF BID

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

SINGLE STAGE – 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.

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.

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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.
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. 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/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.

BID EVALUATION CRITERIA

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

Sr. #	Description	Mandatory Requirements
1	Bidder is registered in Income tax	
2	Bidder is active in GST to provide supplies of metallic frames with complimentary installation	

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3	Company existence from date of operations is 3 years or above	Certificate of incorporation (photocopy) is required.
4	Gross revenue per year (excluding Sales tax, FED) for last 3 years (2019-20, 2020-21 & 2021-22) is more than Rs.10 Million annually	Auditor's certified financial statements for last 3 years or Income tax return is required.
5	Relevant experience of minimum 3 years for related work such as denting / welding / fabricating / detailing of vehicles (2019-20, 2020-21 & 2021-22) (in case the bidder is bidding in collaboration with any third party service provider, experience of 3rd party needs to be established)	Documentary proof required such as purchase orders, contracts etc SIEHS reserves the right to verify the premises of the 3 rd party
All applicable requirements need to be met for consideration of bid as responsive		

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

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 the supply of items is not delivered in accordance with the timeline shared in delivery schedule, a penalty shall be charged up to a maximum 10% of the supply PO amount or on the financial value of delayed order. In case if the items are not provided after 2 intimations, 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.

FORFEITURE OF PERFORMANCE SECURITY

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

APPLICABLE LAW

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

ARBITRATION

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



RIGHT TO VARY / CANCEL QUANTITIES AND SPLIT ORDER

SIEHS reserves the right to increase and/or decrease and/or cancel the items originally specified in the requirement / format for quoting the rates / schedule of requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

TERMINATION & CANCELATION OF CONTRACT

If the bidder company fails to provide the satisfactory services, the SIEHS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract/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 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% of the contract/agreement value (incl. of tax) or 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 acceptance of the installed grills and issuance of acceptance note by SIEHS fleet department. Hence, payment of insurance premium, if any, taken by the bidder shall be the sole 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 share submit a pay order or 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.

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

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TENDER TIMELINES

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

Steps	Time line	Dates
Tender advertisement published in the newspapers and/or Tender uploaded on SPPRA & SIEHS website		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	
Bid submission by vendors	Maximum by 9:30 AM	15 th June 2023
Technical proposal opening by committee	10:00 AM	15 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.

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.

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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
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



BID FORM / PRICE SCHEDULE

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

Commercial proposal

Location 1 – Karachi

SR #	Item name	Qty	Unit Price	GST	Unit price with GST	Total Price
1	Toyota Hiace	13				
	Total amount with tax in words _____					
2	Fonton ambulance	3				
	Total amount with tax in words _____					
3	Faw ambulance	8				
	Total amount with tax in words _____					
4	Toyota Hilux ambulance	12				
	Total amount with tax in words _____					

Location 2 – Hyderabad

SR #	Item name	Qty	Unit Price	GST	Unit price with GST	Total Price
1	Fonton Hiace	3				
	Total amount with tax in words _____					
2	Toyota Hilux ambulance	8				
	Total amount with tax in words _____					

Location 3 – SUKKUR

SR #	Item name	Qty	Unit Price	GST	Unit price with GST	Total Price
1	Fonton Hiace	2				
	Total amount with tax in words _____					
2	Toyota Hilux ambulance	7				
	Total amount with tax in words _____					

GRAND TOTAL INCLUSIVE OF TAX (KARACHI + HYDERABAD + SUKKUR) RS. _____

Amount in words :

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- The above rates are inclusive of all taxes (WHT/SRB/GST)/duties/delivery / Installation charges etc.
- Above rates are inclusive of all requirements mentioned SOW
- Validity of Offer: 90 days from date of tender opening
- The bidder shall provide free of charge single specimen / piece of 4-6-inch MS pipe of 14-16 gauge to be used for the safety grill

Signature with date: _____ Name: _____

CNIC: _____ Designation: _____

Company: _____ Company stamp: _____

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.

Sindh Integrated Emergency
and Health Services



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.

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.

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.

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

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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.

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.

