



**Tender Documents – 87– 2023**  
Supply and commissioning of 5000 Gallon per day  
Reverse Osmosis System

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TENDER NOTICE

Published in Daily Dawn, Jang & Jeejal on 22 November, 2023

تینڈر گھربل آهن... سندھ انٹیگریٹڈ ایمرجینسی اینڈ ہیلتھ سروس (SIEHS) کی طرف سے... سندھ انٹیگریٹڈ ایمرجینسی اینڈ ہیلتھ سروس (SIEHS) کی طرف سے...

سیدنی بیچ ریلوے (Sindh) کے موڈ 8 نومبر 2023 کو ہونے والے عمومی اجلاس عام... (EOGM) اس کے مطابق صرف مندرجہ ذیل ڈیپارٹمنٹ کے لیے ڈیپارٹمنٹ کا انتخاب کیا جائے گا... ٹینڈر کے نام کے ساتھ ہونے والے ڈیپارٹمنٹ کی تفصیلات...

تینڈر مطلوب ہیں... سندھ انٹیگریٹڈ ایمرجینسی اینڈ ہیلتھ سروس (SIEHS) کی طرف سے... سندھ پبلک پراپرٹی ڈیپارٹمنٹ کی طرف سے...

NOTICE INVITING TENDER... Sindh Integrated Emergency & Health Services (SIEHS), a not for profit organization incorporated under Section 42 of Companies Act, 2017... The following tenders are advertised, and each tender document contains pertinent information and instructions for participating in the bidding process...

**GUIDELINES FOR BIDDERS:**
**CHECKLIST**

<b>Single Stage – Two Envelopes</b>		
<b>S. No</b>	<b>Sequence of Documents <b>(Must be in a file using separators)</b></b>	<b>Check box</b>
1	Photo copy of Tender fee pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES – SIEHS or the online banking/deposit details.	
2	Photocopy of Bid Security (% mentioned in bid data sheet), after hiding amount in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS	
<b>Contents of <u>technical proposal envelope</u></b>		
1	All pages of SIEHS tender documents have been signed & stamped	
2	NTN Certificate	
3	GST / SST Certificate (which ever applicable) - Status must be active and printout to be attached	
4	Financial turnover of last three years supported by income tax return document or financial audit report	
5	Copy of CNIC of signatory of the bid documents	
6	Affidavit on Rs.100 stamp paper / e-stamp paper that:  a. the bidding company is neither blacklisted nor suspended by any National / International organization / department, 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 shall be forfeited	
7	Supporting documents required as per evaluation criteria for scoring / evaluation purpose	
<b>Content of <u>financial proposal envelope</u></b>		
1	Bid Security (% mentioned in bid data sheet), in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS	
2	Quote	

## COMPANY INTRODUCTION

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Sindh Integrated Emergency and Health Services (SIEHS), is a section 42 not-for-profit company formed in collaboration with the Government of Sindh. This service is a realization of the 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 for the people of Sindh.

SIEHS under its ambit operates and manages Pakistan's first and only ISO 9001:2015 certified ambulance service called Sindh Integrated Emergency & Health Services (SIEHS 1122). The Ambulance services operate according to international protocols and are equipped with advanced medical equipment, life-saving drugs, and qualified paramedics and nurses, providing immediate pre-hospital emergency care to those suffering from acute health trauma. These emergency services are available to all those who need them across Sindh for people belonging to any social spectrum.

Our Tele Tabeeb platform is designed to support healthcare solutions and capacity building across the general health continuum, free of charge. It offers 24/7 access to doctor's consultancy, clinical psychologists, and healthcare experts, supported by updated algorithms for common diseases and ongoing pandemics. At Tele Tabeeb we ensure that people receive timely diagnostic and counseling services at any time. Our state-of-the-art call center allows callers to access coordinated advice and counseling services from across Pakistan, by dialing "1123".

SIEHS invites sealed bids on **Single Stage - Two Envelope Procedure** for the provision of Supply and commissioning of 5000 Gallon per day Reverse Osmosis Systems from well reputed companies registered with federal / provincial tax authorities.



## NOTICE INVITING TENDER – TENDER 87-2023

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for the Supply and commissioning of RO Water Plant on the basis of Single Stage two envelope procedure from registered companies available on list of Active Tax Payers of FBR (for Income Tax) GST / SRB (For Sales / Services Tax) websites whichever is applicable.

Sr#	Description	Estimated cost	Tender fee	Earnest money	Date of bid submission	Date of bid opening
1	Supply and commissioning of RO water plant 5000 gallon per day	PKR 2.5 Million	Rs. 3,000/- Non-Refundable	2% of the total bid value including taxes.	7 <sup>th</sup> December 2023 at 9:30 am	7 <sup>th</sup> December 2023 at 10:00 am
<b>Pre bid meeting</b> : Monday 27 <sup>th</sup> November, 2023 at 10:00 am SIEHS head office (43-15 / K, Block 6, PECHS, Near Madina Masjid, PTCL Exchange, Karachi.)						

**Eligibility Criteria:**

- For any existing or previous service / goods provider to Sindh Integrated Emergency and Health Services (SIEHS), the bidder needs to obtain a 'Satisfactory performance letter' for past performance from SIEHS. No other certificates will be accepted for eligibility. This letter can be obtained by a written request to SIEHS's procurement department or technical end user department.
- Registration certificates with NTN & FBR / SRB (whichever is applicable) and reflecting as Active tax payer on the website of FBR/SRB.
- Bidder should be based in Karachi or should have a service workshop / support center in Karachi.
- The bidder must have at least 5 years of experience in the relevant field pertaining to RO water system installation. In case of joint venture bidder needs to establish the expertise of the sub-contractor.
- Average annual turnover for the last 3 years should not be less than the estimated cost of this tender and same shall be reflected from the audited accounts / income tax return documents.
- Affidavit that the firm has never been blacklisted & not involved in any active litigation with GoP or GoS.

Tender documents are hoisted at <https://ppms.pprasindh.gov.pk/PPMS/> and Sindh Integrated Emergency & Health Services website <https://www.siehs.org/tender-documents/> and to be submitted along with tender fee Pay Order / Demand Draft of Rs. 3,000 (non-refundable) in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0), which must be issued by a scheduled bank and submitted along with the bid documents. Conditional bids, telegraphic bids, bids not accompanied by bid security of required amount and form, bids received after specific date and time and bids of blacklisted firms will be rejected.

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.

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.

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.

Address for submission and opening of bids:

Sindh Integrated Emergency and Health Services  
 43-15 / K, Block 6, PECHS, Near Madina Masjid, PTCL Exchange, Karachi  
 Phone No. + 92 21 111-111-823 Ext 2022, Email: [procurement@siehs.org](mailto:procurement@siehs.org)

## **SCOPE OF WORK**

### **A) RO Plant - Water Treatment System:**

- A detailed proposal is invited by interested bidders for the supply and installation of a commercial grade minimum 7 stage water treatment RO plant with a capacity of 5000 gallons per day. Required are 2 food grade tanks (Master or equivalent) of approx. 4500 liters each for storage of useable / treated water. 1 tank (Master or equivalent) of similar size for the raw water tank, preferably together with the following equipment. One-year support and maintenance support is required.
- The system will include provision of manual bottle filling equipment of 19 liters' bottle, 5-liter bottle, 1.5-liter bottle, 500 ml bottle and 330ml bottle.
- The bidders will provide training to at least 2 SIEHS technicians for the efficient and safe operation of the RO plant.

### **B) System installation location:**

- Location of RO plant installation will be at PECHS station located behind the Parsa Tower at Shahrah-e-Faisal (House No. 245/2 - X, Block 6, PECHS, Karachi).
- Water supply be through boring or line water both lines will be utilized.
- TDS reading of the water source where plant will be installed is currently around 125 TDS for line water and 2000 TDS for boring water (bidders can test the TDS before submitting the proposal).
- A separate room is dedicated at PECHS station for the use as plant room for operation. All the required MEP work needs to be mentioned in the technical proposal.
- Bidders are encouraged to attend the pre bid meeting and view the location and TDS details.
- The successful bidder will be responsible for the supply and installation of safety equipment / electrical installations of the RO plant including the safety of the conductors connecting the electrical installations to the point of supply.
- Successful bidder after installation of plant will conduct a water testing report through nominated labs from SIEHS. After satisfactory lab test results, SIEHS will process service completion note.

### **C) Regulatory compliance**

- Successful bidder will be responsible for getting SIEHS registered with Food authority, Trademark license and other regulatory certifications / licenses needed for operation of commercial RO plant.
- Ensure that all equipment and parts of the RO plant for supplying safe drinking water shall be in strict accordance with the health and safety standards outlined by the regulatory bodies of Pakistan.

### **D) Additional requirements**

- Detailed schematic diagram of the system with technical details

### **E) Service and maintenance**

- One-year free maintenance for the RO system with 1 quarterly or on need basis visit of the RO plant. Total 4 visits in the year.



Technical checklist to be filled (please tick as per your quoted technical proposal)

Sr#	Technical aspects	Included in proposal	Not included in proposal
1	Multimedia Sand Filter		
2	Activated Carbon Filter		
3	Micron-Cartridge Filter Housing		
4	High-Pressure Reverse Osmosis (RO) Membranes Feed Pumps		
5	RO Membrane Elements		
6	Chemical and Mineral Dosing Pumps		
7	Ozone Generator and Ozone Contact Tank		
8	UV Sterilizers		
9	Water tank – Food graded		
10	Manual liquid non-corrosive high-pressure regulator valve		
11	Low impact liquid filled pressure gauge		
12	Product water flow meter		
13	Automatic R/O membrane flush system		
14	Thermal over load motor protection.		
15	Low-pressure safety cutout switch		
16	Heavy-duty high-pressure piping UPVC Sch-80		
17	Watertight power wiring shrouding		
18	Reverse Osmosis housing heavy duty Reverse Osmosis pressure vessel made of fiberglass.		
19	TDS meter		
20	Tank full cut out switch		
21	Feed tank low cut out switch		
22	Phase sequence change cut out switch. To protect the motor from reverse running.		
23	Tank full indicator light		
24	High pressures pump trip indication light		
25	High pressures pump indication light		
26	Auto manual mode		

27	Feed pump running indication light		
28	Dozing pump running indication light		
29	Voltage indicator		
30	Emergency stop switch		
31	Automatic cut off float switches 2 nos. Feed and product water tank.		
32	Blending line		
33	Ozonator for small bottles		

### **BIDDING PROCEDURE**

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

### **INSTRUCTIONS TO BIDDERS**

1. Bidder must read all the contents of invitation for bid / notice inviting tender as well as the bidding documents and understand all the requirements.
2. Bidder must ensure that the bid form is filled in all respect, without any confusion.
3. Bid security pay order shall be inserted in the submitted 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. Conditional bids, telegraphic bids, bids not accompanied by bid security of required exact amount and form, without tender fee, bids received after specific date and time and bids of blacklisted firms shall be treated as rejected / non-responsive.
8. Bids shall be submitted in accordance with Single stage – Two Envelope Procedure.
9. Bidder shall prepare two separate envelopes for Technical as well as Financial Proposal
10. Bidder shall examine the bid evaluation criteria and insert appropriate document in the proposal accordingly.
11. Bidder(s) must write the “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” on the face of relevant sealed envelopes containing relevant bid/offer in it.
12. Pre bid meeting: Monday 27th November, 2023 at SIEHS head office - 43-15 / K, Block 6, PECHS, Near Madina Masjid, PTCL Exchange, Karachi

### **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 certificates with NTN & FBR / SRB (whichever is applicable).

2. Bidder / Company must be available on List of Active Tax Payers" of FBR (for Income Tax) and GST/SRB (For Sales / Services Tax) websites.
3. Bidder should be based in Karachi or should have a service workshop / support center in Karachi. Office details at Karachi with phone numbers / addresses are required.
4. The bidder must have at least 5 years of experience in the relevant field pertaining to RO water system installation. In case of joint venture with bidder needs to establish the expertise of the sub-contractor.
5. Copy of tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0). In case of online deposit then transactional details are required to be attached.
6. Average annual turnover for the last 3 years should not be less than the estimated cost of this tender and same shall be reflected from the audited accounts / income tax return documents.
7. Affidavit on Rs.100 stamp paper that the firm is not blacklisted & not involved in any active litigation with GoP or GoS.

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

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

##### **Guidelines for Technical Proposal Envelope:**

1. Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**.
2. Original Pay Order of Rs. 3,000/- in favor of Sindh Integrated Emergency and Health Services (NTN: 4979065-0) as tender fee should be enclosed on top of the envelope. In case of online deposit then transactional details are required.
3. Complete bidding document, all technical literature & documents required for technical evaluation, including income tax return, affidavit, vendor information form and any other noncommercial document must be furnished in an envelope marked 'TECHNICAL PROPOSAL'. This will be considered as acceptance of all terms & conditions of tender.
4. Photocopy of the bid security Pay order shall be inserted in the technical proposal after hiding the amount and words (both). In case amount is not hidden, bid may be rejected at the time of observance of such situation.
5. Audited financial statement / Income tax returns of the bidder for last three years.
6. Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax. In case of services provision, bidder must be registered and active in provincial tax / SRB.
7. Detail of similar projects executed by the firm.
8. List of clients with names of contact persons, cell/telephone numbers, addresses and where RO system has been installed in past 3 years. SIEHS has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit will be given for that assignment. In case of negative feedback from 2 or more clients, SIEHS has the right to disqualify the firm.

9. List of professional staff along with CVs of relevant core staff working with the firm for the last 6 months showing project wise experience with exact time duration for each project.
10. Photographs of the projects that have been completed.
11. Provide satisfactory performance note in form a document from the clients where RO system has been installed.
12. Copy of CNIC of signatory of the Bid Form.
13. 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, 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.
14. Filled, signed and stamped SIEHS vendor registration form (attached in the end of the document)
15. Valid documentary evidence in support of evaluation and qualification criteria.
16. Bid Security of required amount and form. Lower amount of bid security will be rejected.
17. Bid form(s) duly filled in all respect and clearly quoted price.

#### **Guidelines for Financial Proposal Envelope:**

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

1. Original bid security of required tax inclusive amount. Bid security of a lesser amount will render the bid as rejected.
2. Bid form(s) duly filled in all respect clearly quote the price.

Once again note that bidder must ensure that the bid form is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words. Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only. Bidder(s) must work carefully on quoting the rates, including all applicable taxes and also incorporate the impact of sales tax. SIEHS shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.

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

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

#### **BID PRICE**

1. The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.

2. The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
3. If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the Income Tax / SST / GST or other taxes during the contract period shall be passed on to SIEHS.
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 and communication exchange between the bidder and the SIEHS 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 Demand Draft /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.
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.
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. Black listed firms will not be considered and will be rejected.
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 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 backs-off after acceptance of the Letter of Acceptance (LOA) 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 SPPRA / SIEHS website need to inform via email at '[procurement@siehs.org](mailto:procurement@siehs.org)' to register their email address so any amendments to the bidding documents (if any) are notified by SIEHS staff to the interested bidder. The amendments will be binding on the bidder. Email sent by the bidder should specify the tender number, tender title and the email id with contact number 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 period / duration for the completion of task shall be the duration agreed by SIEHS and the successful bidder. The bidder will be bound to complete the contract with in the period mentioned in the quote. Delay in completion of contractual obligations can lead to imposing of penalties, forfeiture of performance security and cancellation of the contract.

## **DEADLINE FOR SUBMISSION OF BID**

Bid 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 ensuring the sealed bids are dropped in the tender submission box before the deadline of submission of bid.

## **SINGLE STAGE – TWO ENVELOPE PROCEDURE**

1. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal
2. Envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion
3. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
4. Envelope marked as "FINANCIAL PROPOSAL" shall be retained in sealed condition in the custody of SIEHS without being opened.
5. SIEHS shall evaluate the technical proposal in a manner prescribed in tender document, without reference to the price and reject any proposal which does not conform to the specified requirements. No amendments in the technical proposal shall be permitted during the technical evaluation.
6. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the qualified bidders in advance.

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

## **POST BID SUBMISSION**

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### **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 is 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 as mentioned in the bid data sheet.
3. All bids shall be opened publicly in the presence of the bidders, or their representatives, who may choose to be present in person, at the time and place mentioned in the bid data sheet.
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/offers shall be evaluated in conformity with the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

## ALTERNATIVE BIDS

1. Alternate bids shall not be allowed (unless specifically called for in the invitation for bids). If any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERNATIVE will be rejected straightaway.

## 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 SPPRA & 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 ADVANTAGEOUS BID BASIS. The bidder which attains the highest combined weighted technical and financial score according to the following criteria shall be selected.

1. Submitted bid 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 will be rejected.
2. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
3. Bidders achieving minimum 70% overall points / marks (70 marks) will be considered responsive for further process. Documentary evidence must be attached in support of your claim.
4. Financial proposals of only those bidders will be opened that have been qualified on technical basis.

SN	Criteria	Weightage
1	Presence of the firm's office in Karachi - 5 marks Presence of workshop for equipment repair in Karachi - 5 marks	Max 10 marks

<b>2</b>	The firm has experience of 3 to 5 years - 5 marks Having more than 5 years - 10 marks	<b>Max 10 marks</b>
<b>3</b>	Bidder has valid certificate of related works from Pakistan Engineering Council PEC Certificate available – 10 Marks PEC Certificate not available – 0 Marks	<b>Max 10 marks</b>
<b>4</b>	Similar projects completed related to RO water plant installation (2.5 marks for each project)  Client's satisfactory performance certificate required (certificate should not be before 2022)	<b>Max 10 marks</b>
<b>5</b>	Value of POs awarded for RO plant installation with value over 2 million each (2.5 marks for each project)	<b>Max 10 marks</b>
<b>6</b>	Bidder has its own capacity to handle all kind of mechanical, electrical and plumbing works related to RO plant installation (Proof of such work is required) – 10 marks  Outsourced MEP work through other contractor (s) – 5 marks	<b>Max 10 marks</b>
<b>7</b>	Bidder possesses any valid quality assurance certificate such as ISO certificate (must be valid at the time of bid submission) Valid quality certificate – 10 marks No certificate / expired – 0 marks	<b>Max 10 marks</b>
<b>Total</b>		<b>70 marks</b>
<b>Qualifying marks 70% of 70 marks = 49 marks</b>		

### **FINANCIAL EVALUATION – 30 MARKS**

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

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

Marks obtained in the detailed technical evaluation will be carried forward for reaching a combined score. Tender will be awarded to the responsive bidder with maximum accumulative points (technical score + financial score). The formula to calculate the marks for the price is given below:

#### **Solved Example of Financial Scoring:**

If the lowest quoted price is Rs. 2.0 million the same lowest will obtain score as below:

$[2.0 \div 2.0] \times 30 = 30$  marks being the lowest cost bidder for the quoted item and will receive full marks.

If the next higher quoted price is Rs. 3.0 million the marks obtained will be:

$[2.0 \div 3.0] \times 30 = 20.00$

If the next higher quoted price is Rs. 3.5 million the marks obtained will be:

=  $[2.0 \div 3.5] \times 30 = 17.14$  Marks and so on.

### **CLARIFICATIONS / CORRECTIONS OF BID**

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

Arithmetical errors will be rectified on the following basis:

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

### **PENALTY**

In case of any delay in the installation & commissioning of the RO plant beyond the delivery date as mentioned in the Purchase Order or agreement (whichever is latest), the supplier may be charged @ 0.33% per day for each day delayed.

### **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 and the defect liability period. 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 the successful bidder, cost of the same will be deducted from the performance security money / pending bills of the successful bidder / 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 originally specified requirements without any change in unit price or other terms and conditions during the contract period.

## **TERMINATION & CANCELLATION OF CONTRACT**

If the bidder company fails to provide the satisfactory services, the SIEHS shall be entitled at its 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 BIDDING**

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

## **COST OF STAMP DUTY**

0.35% of the contract/agreement value (incl. of tax) or as notified by the Government of Sindh, will be paid by successful bidder as stamp duty prior entered into signing the contract/agreement.



## **PAYMENT TERMS**

SIEHS standard payment terms are 45 days' credit after submission of correct invoice. Advance payments before the initiation of services are discouraged. Under requirement of advance payment, successful bidder will be required to 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 or the defect liability period (whichever is the later).

## **AWARD OF CONTRACT**

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

## **NOTIFICATION OF AWARD**

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

## **CANCELLATION OF CONTRACT**

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

## TENDER TIMELINES

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

Steps	Time Line	Dates
Tender advertisement published in the newspapers		22 <sup>nd</sup> November 2023
Pre bid meeting at 10:30 am SIEHS head office - 43-15 / K, Block 6, PECHS, Near Madina Masjid, PTCL Exchange, Karachi		27 <sup>th</sup> November 2023
Addressing of queries from bidders	22 <sup>nd</sup> November 2023	Saturday 2 <sup>nd</sup> December 2023
Tender document purchase / collection (Available at Sindh Public Procurement Regulatory Authority (SPPRA) ( <a href="http://ppms.pprasindh.gov.pk">http://ppms.pprasindh.gov.pk</a> ) and SIEHS website ( <a href="http://www.siehs.org">www.siehs.org</a> ))		22 <sup>nd</sup> November 2023
Bid submission by vendors	9:30 am	Thursday 7 <sup>th</sup> December 2023
Technical Bid Opening by the Procurement Committee	10:15-10:30 am	Thursday 7 <sup>th</sup> December 2023
*Technical evaluation / analysis of bid along with clarification of queries if any		11 <sup>th</sup> December 2023 to 27 <sup>th</sup> December 2023
* Financial bid opening by the procurement committee <b>Note: This is the tentative date &amp; time, SIEHS will confirm &amp; inform to the bidder/s actual date and time of financial bid opening.</b>		Qualified bidders will be informed via email 3 <sup>rd</sup> week of January 2024 (tentatively)
* Analysis of financial bid along with clarification of queries if any		4 <sup>th</sup> week January 2024
* Internal approvals , Letter of acceptance & award of contract		2 <sup>nd</sup> week - February 2024

\*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 bidder are requested to show their interest by providing their details at [procurement@siehs.org](mailto:procurement@siehs.org) so if there is any change in date of bid opening, it can be timely communicated to respective bidder/s.

**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	<a href="mailto:procurement@siehs.org">procurement@siehs.org</a>
Contact number	021-111-111-823, Ext 2005 / 2022
Pricing mechanism	The price shall be fixed during the contract period.
Bid security	Amount of bid security should be 2% of the total bid price inclusive of taxes.
Bid validity	Bid validity period shall be 90 days after opening of technical proposal
Deadline for bid submission	Thursday 7th December 2023 at 9:30 am at above address
Performance Security	5% of the total contract value inclusive of taxes as per agreed timeline. This amount will be returned to the supplier upon completion of the defect liability / warranty period as stated through warranty terms in the submitted proposal.
Pre bid meeting	Monday 27th November, 2023 at 10:00 am SIEHS head office (43-15 / K, Block 6, PECHS, Near Madina Masjid, PTCL Exchange, Karachi.)

## ANNEXES TO BE FILLED

### ANNEXURE – 1 : BID FORM / PRICE SCHEDULE

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

#### Commercial proposal

S. No	Item Name	Qty.	UOM	Rate in PKR	Tax	Amount in PKR (incl. tax)
Total Amount						

- The above mentioned rates/prices should inclusive of all applicable Federal and Provincial taxes / charges / duties etc.
- SIEHS INCOTERM is DDP, Karachi, Pakistan with service / delivery.
- Above prices/rates should inclusive of all requirements mentioned in SOW.
- Performance security will be returned to service provider after completion of defect liability / warranty period.
- SIEHS payment terms are 45 days' credit after submission of correct invoice.

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

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

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

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

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

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

**ANNEXURE – 2 : SIEHS 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 (Extension if any)		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		
<b>Declaration:</b> 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	



**ANNEXURE – 3 : LEGAL UNDERTAKING**

**Affidavit**

(Must be printed on Stamp Paper of Rs. 100/-)

We, M/s. \_\_\_\_\_ hereby undertake that:

- i. Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii. Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii. We have submitted the correct and complete information along with our bid/offer.
- iv. If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, SIEHS has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

M/s. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Stamp:

**ATTESTED BY  
NOTARY PUBLIC**



#### **ANNEXURE – 4 : SPPRA INTEGRITY PACT**

(Must be printed on Company's Letterhead)

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

Contract Number: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

Dated: \_\_\_\_\_

[ \_\_\_\_\_ ] 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 & Health Services

\_\_\_\_\_  
[ \_\_\_\_\_ ]

**FORM OF CONTRACT – SPECIMEN DRAFT ONLY**

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

Tender reference 87 - 2023

THIS AGREEMENT / CONTRACT is made at Karachi on \_\_\_\_\_ 2023

**BETWEEN**

**M/s** \_\_\_\_\_, 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 Razi 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.

**M/s** \_\_\_\_\_ 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)\_\_\_\_\_

(Name)\_\_\_\_\_

(Signature)\_\_\_\_\_

(Signature)\_\_\_\_\_

(Designation)\_\_\_\_\_

(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 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 **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 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 / this agreement 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.

1.9 **INSPECTION**

Inspection shall mean inspection by the company's representative of the goods supplied / service provided.

1.10 **DELIVERY**

Delivery shall mean the point or location(s) where the company takes possession of the goods and services or a part of the goods and services.

1.11 **CONFIDENTIAL INFORMATION**

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

1.11.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information explicitly marked confidential without, in each instance, obtaining the express prior written consent of the owner thereof. However, information required to be published 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.

1.11.2 Each party acknowledges and agrees that the confidential information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such party who needs to know the confidential information for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential.

1.11.3 The obligation of the parties under confidentiality clause shall survive the termination/expiry /cancellation of this agreement and remain valid and in full force even after the termination/expiry/cancellation of this agreement.

#### 1.12 LAW

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

## **ARTICLE 2**

### **SCOPE OF WORK**

2.1 The supplier / service provider shall supply the goods / services according to the specification and description as given in **Annexure B**.

## **ARTICLE 3**

### **BUSINESS INTEGRITY**

3.1 The supplier / service Provider shall act in accordance with the provisions of this agreement, 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**.
- 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.
- 5.3 Except in case of discrepancies in the invoice submitted to the company, payment to the supplier / service provider shall be made within 45 days subject to availability of funds and submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the company.

## 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 identified in the purchase order 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 74-2023 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 items defect liability period and settlement of all claims.
- 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 the supplier / service provider, 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.
- 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, the performance security 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 minimum period of **X months** effective from **dd/mm/yy to dd/mm/yy** .
- 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.
- a) 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 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;
  - 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 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.

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 AND ARBITRATION**

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

16.2 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 supplier / service provider. 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.

## **ARTICLE 17**

### **LANGUAGE**

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

## **ARTICLE 18**

### **SAFETY**

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 provider, the damages incurred due to negligence of safety.

**ARTICLE 19**

**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.

Supplier / Service Provider at:

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

<b>Name / Representative of supplier / service provider</b>	<b>Designations</b>	<b>Email Addresses</b>	<b>Contact Numbers</b>

Company at:

**Sindh Integrated Emergency and Health Services**

Plot # 43-15/K, Block 06, PECHS

Karachi.

19.2 Any notice, documents or other writing required by the agreement 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 or e-mail, when it is received by the addressee.

<b>Name</b>	<b>Designations</b>	<b>Email Address</b>	<b>Contact Numbers</b>	<b>Responsibilities</b>

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**

23.1 SIEHS reserves the right to increase and/or decrease originally quantity specified in the tender 87-2023 without any change in unit price or other terms and conditions during period of performance of this agreement / contract.

