



**SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES
BIDDING DOCUMENTS**

***SUPPLY OF BIO
MEDICAL RELATED
ITEMS***



Tender Documents – 88-2023

Supply of Bio Medical Related Items

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ITEMS**

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TENDER NOTICE

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تیئندرز گھربل آھن

سندھ انسٹیٽيوٽ آف ايمرجنسي اينڊ هيلٿ سروس (SIEHS) جيڪيٽر ايڪٽ 2017 تحت قائم ٿيندڙ هڪ غير نفعي بخش تنظيم آهي، صوبي سنڌ ۾ عوام کي ايمبوليٽري، صحت جي سانسپال و ٽيلي هيلٿ جي خدمت جي فراهمي ڪري رهي آهي. هيٺ ڏنل تيئندرز شايع ڪيا وڃن ٿا ۽ هر تيئندرز ۾ بندنگ جي عمل ۾ شريڪ ٿيندڙن لاءِ ضروري معلومات ۽ هدايتون موجود آهن. تيئندرز دستاويز هيٺ ڏنل ويب سائيٽس تان پڻ ڏٺيون وڃي سگهن ٿا.

(1) سنڌ پبلڪ پروفڪيورمينٽ ريگيوليٽري اٿارٽي // <https://ppms.pprasinindh.gov.pk>

(2) SIEHS جي ويب سائيٽ <https://siehs.org/tender-documents>

1. تيئندرز 87-2023 پنج هزار گيلن في روز جي ريورس اوسموس سسٽم (آر او پلانٽ) جي فراهمي ۽ نصب
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سيٽيلا چين ڊپارٽمينٽ
سنڌ انسٽيٽيوٽ آف ايمرجنسي اينڊ هيلٿ سروسز
پلاٽ نمبر 43-15/K، بلاڪ 6، پي. ايس. ايس، ڪراچي، پاڪستان
ايو اي اين 823-111-111-92-21-2022 | ايڪسٽنشن 2022
ويب سائيٽ www.siehs.org

Daily Jeejal 22/11/2023

ٽيئندرز گھربل آھن

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a more resilient Pakistan.

SINDH INTEGRATED EMERGENCY & HEALTH SERVICES

HEALTH DEPARTMENT GOVERNMENT OF SINDH

NOTICE INVITING TENDER

Sindh Integrated Emergency & Health Services (SIEHS), a not for profit organization incorporated under Section 42 of Companies Act, 2017, is providing ambulatory, healthcare and telehealth services to the public in Sindh province.

The following tenders are advertised, and each tender document contains pertinent information and instructions for participating in the bidding process. The tender documents can be downloaded from the following websites:

- Sindh Public Procurement Regulatory Authority: <https://ppms.pprasinindh.gov.pk>
- SIEHS Website: <http://siehs.org/tender-documents>

1. Tender 87-2023 Supply and Commissioning of 5,000 Gallon per day Reverse Osmosis System (RO Plant).
2. Tender 88-2023 Supply of bio-medical items.
3. Tender 89-2023 Supply of medicine & surgical disposable items.
4. Tender 90-2023 Printed stationery supplies.
5. Tender 91-2023 Supply of auto parts and consumables.
6. Tender 92-2023 HP and Dell Hardware SLA.

Supply Chain Department
Sindh Integrated Emergency & Health Services
Plot No. 43-15 / K, Block 6, P.E.C.H.S, Karachi, Pakistan.
UAN: +92-21-111-111-823 Ext: 2022 www.siehs.org

Dawn 22/11/2023

GUIDELINES FOR BIDDER:
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 along with brochures / literature of quoted items	
5	All pages of SIEHS tender documents have been signed & stamped	
6	Active Tax Payer Document (Must be printed from FBR portal and not more than 7 days before the submission of documents)	
7	NTN Certificate	
8	GST Certificate — Status must be active and printout to be attached	
9	For last three years income tax return document or financial audit report	
10	Copy of CNIC of signatory of the Bid Form	
11	Affidavit on Rs.100 stamp paper / e-stamp paper that: a. the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government. b. the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the bid security, performance guarantee and payment, if any may be forfeited	
12	Documents mentioned in evaluation criteria for scoring purpose	
13	Quote	



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 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 – One Envelope Procedure** for the provision of Bio-Medical supplies and its consumables for SIEHS stations across Sindh province from well reputed companies registered with federal / provincial tax authorities.

NOTICE INVITING TENDER – 88-2023

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

Sr#	Description	Estimated Cost	Tender fee	Earnest money	Date of bid submission	Date of bid opening
1	Supply of Bio Medical Related Supplies	PKR 12 Millions	Rs. 3,000/- Non-Refundable	2% of the total bid value including taxes.	7 th Dec, 2023 at 9:30 am	7 th Dec, 2023 at 10:00 am

Eligibility Criteria:

1. Bidder shall complete all the terms & conditions of this bidding document.
2. Bidder able to enclose the documents as per the check list of required bidding document.
3. Registration certificates with NTN & FBR and reflecting as Active tax payer on the website of FBR.
4. The bidder must have at least 3 years of experience in the relevant field pertaining to supply of items.
5. 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.
6. 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 2510, Email: procurement@siehs.org

SCOPE OF WORK

S.No	ITEM DESCRIPTION	SPECIFICATION	SAMPLE REQUIRED (YES/NO)	UOM	QUANTITIES REQUIRED (Tentative)
1	OXYGEN REGULATORS LOW PRESSURE	<ul style="list-style-type: none"> Medical Grade oxygen regulator Flowmeter: Flow rate 15 L/Min Guage: input pressure more than 4000PSI Output pressure: Minimum 3 bar (45 PSI) Material: Brass preferred <p>Sample must require with bidding document Sample is returnable (will returned after completion of Evaluation Process)</p>	YES	PCS	214
2	OXYGEN REGULATORS HIGH PRESSURE	<ul style="list-style-type: none"> Medical Grade oxygen regulator Input pressure more than 4000PSI Output pressure: 3-6 bar bar (45-90 PSI) <p>Sample must require with bidding document Sample is returnable (will returned after completion of Evaluation Process)</p>	YES	PCS	91
3	SUCTION MACHINES FILTERS	<ul style="list-style-type: none"> Filtration at 0.3 Micron Filter type: Hydrophobic/HEPA Bacterial Filtration Efficiency (BFE): 99.999% Viral Filtration Efficiency (VFE): 99.999%+ 	YES	PCS	208
4	MANUAL BP	<ul style="list-style-type: none"> Accuracy: +/-3mmhg Bladder material: PVC Carrying case: Yes Measure scope: 0-300mmhg Cuff: Woven/Nylon Standard Size Cuff 	YES	PCS	35
5	SPO2 PROBE LOOP PATIENT MONITOR WITH EXTENSION CONNECTOR-ADULT	<ul style="list-style-type: none"> Loop I8 compatible 	YES	PCS	23
6	TEMPERATURE INDICATOR TAPE	<ul style="list-style-type: none"> Shelf Life:4 years from the date of manufacture Certifications/Compliance: Meets BS 7893: 1997, BS EN 867-21997, Class A Length: 50m width: 18mm Feature: Changes colour after processing to dark brown/black stripes 	NO	PCS	17

7	STEAM INDICATOR CHARTS	<ul style="list-style-type: none"> Type: steam process indicator Iso: 11140-1:2005, class 5 Aami: st79, class 5 Dimensions: 5.875cm x 2.222cm (2.313" x 0.875") 	YES	PCS	1015
8	WRAPPING PAPERS FOR AUTOCLAVE	<ul style="list-style-type: none"> Material: medical grade paper Pattern: plain Size:50 x 50 cm Gsm: 45-100 gsm Color:green 	YES	PCS	2000
9	HUMIDIFIER BOTTLES	<ul style="list-style-type: none"> For oxygen regulator humidifier replacement 125 cc upper water level. 360° DISS swivel connection for easy installation Polycarbonate shatter-resistant bottle for maximum durability and service life Maximum and minimum water level markings clearly defined. 	YES	PCS	120
10	DOUBLE TUBE BP CUFF- PAED	<ul style="list-style-type: none"> Cuff: made from soft, comfortable woven polyester fabric Bladder: pvc material 	YES	PCS	166
11	SPO2 PROBE LOOP PATIENT MONITOR WITH EXTENSION CONNECTOR-NEONATAL	<ul style="list-style-type: none"> Loop L8 compatible 	YES	PCS	260
12	STETHOSCOPE	<ul style="list-style-type: none"> Cover: latex-free and pvc protective cover Dual head auscultation 	YES	PCS	37
13	O2 OUTLETS	<ul style="list-style-type: none"> Inlet pressure to 10 bar Standard: according to British bs5682-1998 Mechanism: pin to lock, and press it to unlock 	YES	PCS	20
14	DOUBLE TUBE BP CUFF NEONATAL	<ul style="list-style-type: none"> Cuff: Made from soft comfortable woven or polyester fabric Bladder: PVC material 	YES	PCS	156

15	DOUBLE SIDED TAPE	<ul style="list-style-type: none"> 5 Meters Transparent Adhesive Traceless Gel Nano Magic Grip/ 5 meters foam double-sided tap with strong grip 	NO	PCS	11
16	THERMAL GUN	<ul style="list-style-type: none"> Power: 1800 watt airflow: 240/420 liter per minute temperature: (adjustable) low: 60 ~ 400 celsius high: 60 ~ 600 	YES	PCS	2
17	STEEL MADE ASSET TAGS	<ul style="list-style-type: none"> Steel made tags for equipment Material: SS Size:0.4-inch x 1 inch As per sample 	YES	PCS	3500

BIDDING PROCEDURE

Bids should be submitted in accordance with instructions and bidding procedure listed in this tender 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. 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. 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.
9. Bids shall be submitted in accordance with Single stage – One Envelope Procedure.

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. Bidder shall complete all the terms & conditions of this bidding document.
2. Bidder able to enclose the documents as per the check list of required bidding document.
3. Registration certificates with NTN & FBR and reflecting as Active tax payer on the website of FBR.
4. The bidder must have at least 3 years of experience in the relevant field pertaining to supply of items.
5. 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.
6. Affidavit that the firm has never been blacklisted & not involved in any active litigation with GoP or GoS.

LIST OF DOCUMENTS TO BE ENCLOSED

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

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)
3. Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate /On line verification of Active Tax Payer for Sales Tax.
4. Copy of CNIC of signatory of the Bid Form
5. Audited financial statement of the bidder for last three years (if available).
6. Complete details of turn-over of at least last three years duly supported with documentary evidence in shape of FRB income tax return.
7. 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.
8. Filled, signed and stamped SIEHS vendor information form (attached in the end of the document)
9. Valid documentary evidence in support of evaluation and qualification criteria.
10. Bid Security of required amount and form. Lower amount of bid security will be rejected.
11. Bid form(s) duly filled in all respect and clearly quoted price.
12. 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.
13. 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, 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., 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 / 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. bid opening date. 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 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 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 bid document. No interest will be paid on bid security.
3. Any bid not accompanied by an acceptable bid security or the required amount 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 bidder 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 will 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 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.

..

AMENDMENTS 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 interested bidder, modify the bidding document by amendment in accordance with the SPP Rules 2010 (Amended 2022).
- b. All interested bidders that have downloaded the bidding documents from SIEHS website need to inform via email at 'procurement@siehs.org' to register their email address so any amendments are notified by SIEHS staff. The amendments will be binding on the bidder. Email sent by the bidder should specify the tender number, tender title and the email id for correspondence.
- c. Any amendments thus issued shall form eternal part of the tender document. To offer bidders a reasonable timeframe for preparing revised bids, the SIEHS may at its discretion extend the deadline for submission of bids.

PERIOD OF CONTRACT

The contract 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

Bids must be submitted by dropping the sealed bid envelope in the tender box placed at the identified address (refer bid data sheet) no later than the time and date specified in the bid data sheet. Any claim against the bids received late shall not be considered at any stage. Bidders are advised at their own interest to take all precautionary measures for delivery of sealed bids in the tender box before the deadline for submission of bid.

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

SINGLE STAGE – ONE ENVELOPE PROCEDURE.

1. Bid shall comprise a single package in sealed 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.
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 may 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 this tender 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/Offeres shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

ALTERNATIVE BIDS

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 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. Quoted items will be evaluated based on the quoted price and the provided sample by the bidder. In case the tender technical review committee feels the need can be satisfied with the procuring a lower quoted item, the item of superior brand may not be chosen for selection.

Sr. #	Description	Requirements	Marks (maximum)
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Primarily Evaluation Criteria – total 60 marks			
1	Head Office Establishment <ul style="list-style-type: none"> - 1 Mark for each year - 10 Marks for 10 years or above, maximum 10 marks 	Certificate of incorporation (photocopy) is required.	10
2	Working Experience with any public sector / private sector <ul style="list-style-type: none"> - No experience = 0 Marks - Less than 03 years but more than 01 year = 05 marks - More than 3 years = 10 marks 	Purchase Order/Contract/ Agreement Photocopies Required	10
3	FINANCIAL CAPACITY OF THE BIDDER Annual Financial Turnover in past three years <ul style="list-style-type: none"> - More than 10 Million – 10 Marks - Between 5 Million to 10 Million – 05 Marks - Less than 5 Million – 03 Marks 	The bidder will provide valid copies of certificates i.e. Tax returns/FBR documents showing the annual sale of the firm/company and past three years Audited reports.	10
4	Valid GST Certificate	Documentary proof	10
5	Acceptable / Approval of provided samples	Samples	20
Financial – total 40 marks			
6	Least Quoted price		25
7	Payment Terms <ul style="list-style-type: none"> - 45 Days Credit - 15 Marks - 30 Days Credit - 10 Marks - Partial or Full Advance Payment with submission of bank guarantee/DD etc. - 5 Marks 		15
Total Marks:			100

Note: Qualified bidder will require 70% marks from the above mentioned evaluation criteria.

Lowest Price Calculation: The formula for financial scoring is that the lowest bidder gets 25 marks and the other bidders score 25 multiplied by the ratio of the lowest bid divided by the quoted price.

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

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

CLARIFICATIONS / CORRECTIONS OF BID

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

Arithmetical errors will be rectified on the following basis:

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

PENALTY

In case of delay in delivery in accordance with the timelines shared in bid(s), a penalty shall be charged up to a maximum 10% of the contract amount or on the financial value of delayed supplies. In case the supplies are not provided after 2 intimations, SIEHS may resort to cancellation of the contract with no liabilities towards SIEHS and lead to forfeiture of performance security.

PERFORMANCE SECURITY

The successful bidder(s) will 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/end of the contract and settlement of all claims. This amount will be returned to the successful supplier(s) after satisfactory completion note from SIEHS.

FORFEITURE OF PERFORMANCE SECURITY

1. In the event of failure to provide supplies as per the contract/agreement/work order within the stipulated period, the performance security may be forfeited.
2. In that event, acquiring of the said items may be taken from the next lowest bidder vide the same work order at bidder's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said bidder or from any sum due of which may become due to the bidder.
3. If any supply/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 bidder.

APPLICABLE LAW

The contract/agreement shall be governed by the Laws of Pakistan and the Courts of Karachi, Sindh, Pakistan shall have exclusive jurisdiction.

ARBITRATION

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

MECHANISM OF BLACKLISTING

The suppliers who either consistently fail to provide satisfactory performances, or supply substandard goods, involved in corrupt practices during the currency of the tender proceedings or later stage etc. shall be blacklisted as per provisions of SPPRA Rules, depending upon the seriousness of the cause. The black listed firms would be eligible for participating at the expiry of the prescribed period.

RIGHT TO VARY QUANTITIES AND SPLIT ORDER

SIEHS reserves the right to increase and/or decrease the quantities of items originally specified in the Format for Quoting the Rates / Schedule of Requirements however, the successful bidder(s) agree without any change in unit price or other terms and conditions during the contract period.

TERMINATION & CANCELANATION 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(s) will bear all costs associated with the preparation and submission of its bid(s), while SIEHS in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the bidding 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.

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.

SIGNING OF CONTRACT

SIEHS will send the successful bidder the draft contract agreement, incorporating all term & conditions between the parties. Within fifteen (15) days of receipt of the Contract/Agreement Form, the successful bidder shall pay the stamp duty as per terms of tender and sign the contract/agreement and return it to SIEHS. The successful bidder shall furnish the performance security in accordance with the conditions of contract/agreement. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

TENDER TIMELINES

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

Steps	Time Line	Dates
Tender advertisement published in the newspapers		22 nd Nov 2023
Addressing of queries from bidders	Not later than 03:00pm	1 st Dec 2023
Tender document purchase / collection (Available at Sindh Public Procurement Regulatory Authority (SPPRA) (http://ppms.pprasindh.gove.pk) and SIEHS website (www.siehs.org))		By 6 th Dec 2023
Bid submission by vendors	9:30 am	By 7 th Dec 2023
Bid Opening by the Procurement Committee	10:00 am	7 th Dec, 2023
* Analysis of bid along with clarification of queries if any		8 th Dec 2023 to 18 th Dec 2023 Tentative
* Internal approvals and project award with Letter of intent		18 th Dec 2023 till 29 th Dec 2023 Tentative

*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 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	Bids to be submitted in the Tender box placed at SIEHS head office, Monday – Thursday 9:00am to 3:00pm Address: Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.
Procurement Focal Person	Mr. Azeem Hassan Khan Yousuf Zai
Email address	procurement@siehs.org
Contact number	021-111-111-823, Ext 2510
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 bid proposal
Deadline for bid submission	7 th Dec, 2023 by 9:30am <i>(Note: This is the tentative date & time, SIEHS will inform to the bidder/s in-case of change in dates & time for bid submission)</i>
Date, Time and Place of Bid opening	7 th Dec, 2023 at 10:00am at SIEHS Head office (address above) <i>(Note: This is the tentative date & time, SIEHS will inform to the bidder/s in-case of change in dates & time for bid opening)</i>
Performance Security	5% of the total contract value as per agreed timeline for completion of project. This amount will be returned to the supplier upon submission of satisfactory report/letter from SIEHS.



ANNEXURES TO BE FILLED

ANNEXURE – 1: BID FORM / PRICE SCHEDULE

(To be submitted on Official Company Letterhead duly signed & stamped)

Commercial Proposal

S.NO	NAME OF ITEM (AS LISTED IN INVITATION OF BID)	MAKE	MODEL	COUNTRY OF ORIGIN	QTY	UNIT PRICE (PKR)	TOTAL PRICE OF EACH ITEM (PKR)	WARRANTY PERIOD
1								
2								
3								
Grand Total inclusive of all applicable taxes (PKR):								

Total Amount (incl. tax) in words (Rupees) _____

- The above mentioned rates/prices should be inclusive of all applicable taxes (WHT/GST)/duties/delivery charges etc.
- Main equipment with standard accessories including comprehensive warranty as per manufacturer’s policy/recommendations.
- INCOTERM is DDP, Karachi, Sindh, Pakistan.
- Above prices should inclusive of all requirements mentioned scope of work.
- SIEHS payment terms are 45 days’ credit after submission of correct invoice.
- Validity of Offer/Proposal: 90 days from effective date of bid opening.
- The above rates/prices should inclusive of all applicable taxes/duties/delivery charges etc.
- Payment terms (in calendar days): _____
- Delivery time (in calendar days): _____

Signature with date: _____

Name: _____

CNIC: _____

Designation: _____

Company: _____

Stamp: _____

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



ANNEXURE – 2: SIEHS 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 (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		
<p>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.</p> <p>I / We hereby declare that no illegal human resource and/or child labor is employed by the company / individual.</p>		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. We have submitted the correct and complete information along with our bid/offer.
- iii. 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: _____

Dated: _____

Contract Value: _____

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 & 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 XX - 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 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 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 effective from _____
to _____.
- 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: _____

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

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.

Name	Designations	Email Address	Contact Numbers	Responsibilities

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 XX-2023 without any change in unit price or other terms and conditions during period of performance of this agreement / contract.

Annexure B
SCOPE OF WORK

Annexure C
PRICE SCHEDULE / CONTRACT PRICE

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.

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