



# **Tender Documents – 92– 2023**

## **HP and Dell Hardware SLA**

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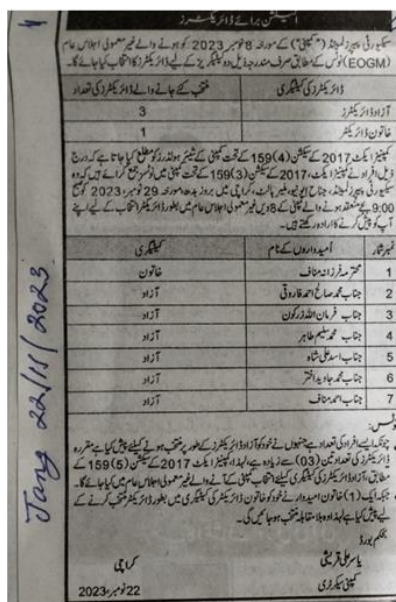
# TENDER NOTICE

Published in Daily Dawn, Jang & Jeejal on 22<sup>nd</sup> November, 2023



**تینڈر گھریل آھن**  
سندھ انٹیگریٹڈ ایمرجنسی اینڈ ہیلتھ سروس (SIEHS) جیٹھکا سٹیشنز اینڈ سروسز 2017 جی ڈی اے تحت قائم کینڈا ھک غیر تعلیمی پیش نظریہ آھن، صوبی سنڈ ۽ عوار کی ایمبولینٹری، صحت جی مارنٹال ۽ تیلی ہیلتھ جی خدمت جی فراہمی کتری رہی آھن۔  
سندھ پبلک پروفیکورمنٹ ریگولیشنز لارٹھی آف 2017 (SPPRA) جی ویب سائٹ <https://ppms.ppr.sindh.gov.pk> تینڈر 2023-87 پینچ ھزار گیلن فی روز جی ریورس اوسموسس سسٹم (رو پلانٹ) جی فراہمی ۽ تنصیب  
2023-88 ہائیڈرومیڈیکل آئٹمز جی فراہمی  
2023-89 ڈرائن ۽ ڈیسوزیبل سرجیکل آئٹمز جی فراہمی  
2023 پر تینڈر اسٹیشنری جی فراہمی  
2023-90 آٹو پارٹس ۽ کنڈیومینٹری جی فراہمی  
2023-92 تینڈر آئی پی سی ۽ ڈیل ہارڈ ویئر ایس ایل آئی

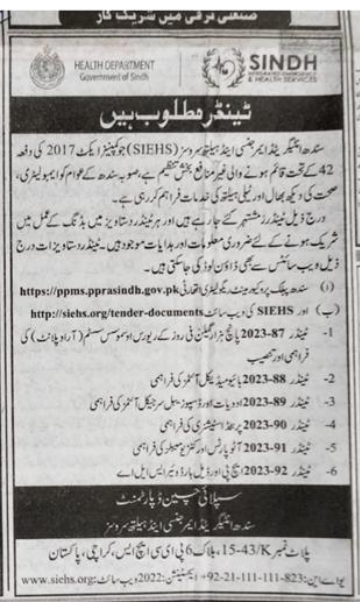
*Daily Jeejal 22/11/2023*



سندھ انٹیگریٹڈ ایمرجنسی اینڈ ہیلتھ سروس (SIEHS) جیٹھکا سٹیشنز اینڈ سروسز 2017 جی ڈی اے تحت قائم کینڈا ھک غیر تعلیمی پیش نظریہ آھن، صوبی سنڈ ۽ عوار کی ایمبولینٹری، صحت جی مارنٹال ۽ تیلی ہیلتھ جی خدمت جی فراہمی کتری رہی آھن۔  
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|       |       |
|-------|-------|
| آڈیٹڈ | 3     |
| تعداد | 1     |
| نمبر  | آڈیٹڈ |
| 1     | تعداد |
| 2     | تعداد |
| 3     | تعداد |
| 4     | تعداد |
| 5     | تعداد |
| 6     | تعداد |
| 7     | تعداد |

*Jang 22/11/2023*



**تینڈر مطلوب بین**  
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- تینڈر 2023-92 تینڈر آئی پی سی ۽ ڈیل ہارڈ ویئر ایس ایل آئی

*Dawn 22/11/2023*



**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:  
a. Sindh Public Procurement Regulatory Authority: <https://ppms.ppr.sindh.gov.pk>  
b. 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 BIDDERS:**
**CHECKLIST**

| Single Stage - One Envelope |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| S. No                       | Sequence of Documents (Must be in file using separators)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Check box |
| 1                           | Photo copy of Tender fee pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES – SIEHS or the online banking/deposit details.                                                                                                                                                                                                                                                                                                                                                                                                  |           |
| 2                           | Bid Security (% mentioned in bid data sheet), in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS                                                                                                                                                                                                                                                                                                                                                                                                      |           |
| 3                           | Financial Proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |
| 4                           | Technical Proposal 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 / SRB portal and not more than 15 days before the submission of documents)                                                                                                                                                                                                                                                                                                                                                                                                              |           |
| 7                           | NTN Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |
| 8                           | GST / SST (which ever applicable) - Status must be active and printout to be attached                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |
| 9                           | Income tax return document or financial audit report for the last three years                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |
| 10                          | Copy of CNIC of signatory of the bid form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |
| 11                          | Affidavit on Rs.100 stamp paper / e-stamp paper that:<br><br>a. the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.<br><br>b. the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the bid security, performance guarantee and payment, if any may be forfeited |           |
| 12                          | Satisfactory performance letter for existing suppliers from SIEHS (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |
| 13                          | Documents mentioned in evaluation criteria for scoring purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |
| 14                          | 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 HP and Dell Hardware SLA from well reputed companies registered with federal / provincial tax authorities.

## NOTICE INVITING TENDER – TENDER 92-2023

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for the HP and Dell Hardware SLA on the basis of Single Stage one 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              | Tender fee                 | Earnest money                              | Date of bid submission                   | Date of bid opening                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|--------------------------------------------|------------------------------------------|-------------------------------------------|
| 1                                                                                                                                                                        | HP and Dell Hardware SLA | 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 3:00 pm at SIEHS head office (43-15 / K, Block 6, PECHS, Near Madina Masjid, PTCL Exchange, Karachi.) |                          |                            |                                            |                                          |                                           |

### Eligibility Criteria:

- Registration certificates with NTN & FBR / SRB (whichever is applicable) and reflecting as Active tax payer on the website of FBR/SRB.
- The bidder must have at least 3 years of experience in the relevant field pertaining to supply of goods
- 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**

- Vendor will be responsible for the smooth and full-fledged functioning of hardware included in the SLA.
- 24x7x365 days including holydays Support must be provided on site or on call (as required)
- Support on HP/Dell servers & Storage with same day response and resolution time.
- Support on HP SAS Tape backup failures, such as hardware, firmware, SAS Connectivity, Tape drive device drivers malfunctioning with same day response and resolution time.
- Vendor will provide evidence reports of any failure, such as; electrostatic charge on equipment, corrosion on hardware, dusty environment.
- If HP/Dell parts not available within 24 Hours. Service Provider shall provide equivalent specification of parts as back up from ready stock without any additional cost.
- Firmware update (as and when needed)

**Equipment List**

| <b>S#</b> | <b>Server Name</b>           | <b>Server Model</b> | <b>Server Serial</b>             | <b>Base Warranty End Date</b> | <b>Support SLA End Date</b> | <b>Required Support SLA Period</b> |
|-----------|------------------------------|---------------------|----------------------------------|-------------------------------|-----------------------------|------------------------------------|
| 1         | Host 5                       | ProLiant DL385p G8  | SGH651YEP1                       | Expired                       | 31-Dec-2023                 | 06 Months                          |
| 2         | Host-4                       | ProLiant DL385p G8  | SGH602WW5B                       | Expired                       | 31-Dec-2023                 | 06 Months                          |
| 3         | Tape Drive                   | LTO-5 Ultrium 3000  | HUE3200LF3                       | Expired                       | 31-Dec-2023                 | 06 Months                          |
| 4         | Backup Server                | ProLiant DL160 G8   | SGH429LTB9                       | Expired                       | 31-Dec-2023                 | 06 Months                          |
| 5         | Replication Server (DR Site) | ProLiant DL 385p G8 | CZ3701936K                       | Expired                       | 31-Dec-2023                 | 06 Months                          |
| 6         | EMC Storage                  | VNX 5200            | CKM00154500568                   | Expired                       | 31-Dec-2023                 | 06 Months                          |
| 7         | SAN Switch                   | MDS 9148S 16G 48 FC | S# JPG222100JH<br>S# JPG200400DZ | Expired                       | 31-Dec-2023                 | 06 Months                          |



|    |                        |                               |            |         |             |           |
|----|------------------------|-------------------------------|------------|---------|-------------|-----------|
| 8  | Bare Metal             | MCS 7816-I5 server<br>1xX3430 | KQ2G4FC    | Expired | 31-Dec-2023 | 06 Months |
| 9  | Zone-3                 | Dell PowerEdge R430           | J1M4YC2    | Expired | 31-Dec-2023 | 06 Months |
| 10 | Zone-3                 | Dell PowerEdge R430           | J1M1B92    | Expired | 31-Dec-2023 | 06 Months |
| 11 | Host-1                 | HP (PROLIANT DL-<br>380) G10  | SGH910W5WM | Expired | 31-Dec-2023 | 06 Months |
| 12 | Host-2                 | HP (PROLIANT DL-<br>380) G10  | SGH910W5WP | Expired | 31-Dec-2023 | 06 Months |
| 13 | Host-3                 | HP (PROLIANT DL-<br>380) G10  | SGH910W5WN | Expired | 31-Dec-2023 | 06 Months |
| 14 | Backup Server          | Dell PowerEdge 430            | D0CMQ2     | Expired | 31-Dec-2023 | 06 Months |
| 15 | Wireless<br>Recording  | PowerEdge T30                 | DGX2YH2    | Expired | 31-Dec-2023 | 06 Months |
| 16 | Wireless<br>Recording  | PowerEdge T30                 | 50X2YH2    | Expired | 31-Dec-2023 | 06 Months |
| 17 | Backup Server<br>(HYD) | Dell Power Edge 430           | J0Q5H82    | Expired | 31-Dec-2023 | 06 Months |

**PAYMENT**

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

**BIDDING PROCEDURE**

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

**INSTRUCTIONS TO BIDDERS**

1. Bidder must read all the contents of invitation for bid / notice inviting tender as well as the bidding documents and understand all the requirements.
2. Bidder must ensure that the bid form is filled in all respect, without any confusion.
3. 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 – One Envelope Procedure.
9. Bidder shall examine the bid eligibility criteria and insert appropriate document in the proposal accordingly.
10. Pre bid meeting on November 27<sup>th</sup> 2023 at 3:00 pm at Head Office (House # 43-15/K Block 6, Razi Road - PECHS, 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
2. Bidder / Company must be available on List of Active Tax Payers" of FBR (for Income Tax) and GST websites.
3. The bidder must have at least 3 years of experience in the relevant field pertaining to supply of goods related to auto and generator parts.
4. 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.
5. Average annual turnover for the last 3 years should not be less than the overall quoted price for this tender and same shall be reflected from the audited accounts / income tax return documents.
6. 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:**

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

1. Complete bidding documents, duly signed / stamped on its each page as acceptance of all terms & conditions of this tender document.
2. Copy of tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0). In case of online deposit then transactional details are required.

3. Copy of 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 & 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.
18. Black Listed firms will not be considered and will be rejected.

#### **FORFEITURE OF BID SECURITY**

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

1. A bidder requests to withdraw his or its bid after opening but within the bid validity period.
2. Successful bidder fails to furnish performance security.
3. Successful bidder fails to sign the acceptance of PO or signing the contract/agreement or 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 shall be signed for a period upto June 30<sup>th</sup>, 2024. 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 – ONE ENVELOPE PROCEDURE.**

1. Bid shall comprise a single package envelope.
2. SIEHS shall evaluate the proposal in a manner prescribed in advance and reject any proposal which does not conform to the specified requirements. No amendments in the proposal shall be permitted after the submission of documents.
3. Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
4. The bid should contain all the relevant information and desired enclosures in the prescribed format.
5. Bid should be submitted in a sealed envelope:
  - i. Be addressed to the SIEHS at the address given in the bidding documents
  - ii. Opened or e-mailed or faxed or telexed bids will not be accepted.
  - iii. Any bid received by the SIEHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
  - iv. Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
  - v. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and

Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.

- vi. In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- vii. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- viii. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified in the bid document.

## **POST BID SUBMISSION**

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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. 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 procuring a lower quoted item, the item of superior brand may not be chosen for selection.

| <b>S#</b>                                        | <b>Description</b>                                                      | <b>Requirements</b>                                                           | <b>Allocated Marks</b> |
|--------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------|
| <b>Technical Evaluation Criteria - 100 marks</b> |                                                                         |                                                                               |                        |
| 1                                                | Market Presence                                                         | 7 years in Market – 20 Points                                                 | 20                     |
|                                                  |                                                                         | 5 years in Market – 15 Points                                                 |                        |
|                                                  |                                                                         | Less than 5 years – 5 Points                                                  |                        |
| 2                                                | On-site Customer Response/ Support including Replacement parts services | <b>Customer support Mechanism</b>                                             | 40                     |
|                                                  |                                                                         | Local Support & Part replacement in same day within 8 to 12 hours - 40 points |                        |
|                                                  |                                                                         | Local Support & Part replacement in same day within 24 hours - 35 points      |                        |
|                                                  |                                                                         | Local Support same day and Part replacement in Next business day - 30 points  |                        |



|   |                               |                                                                                                                      |    |
|---|-------------------------------|----------------------------------------------------------------------------------------------------------------------|----|
|   |                               | Local Support same day and Part replacement within one week - 25 points                                              |    |
| 3 | Technical Staff               | List of relevant staff/CVs (Min 2 Certified Resources of HP and/ or Dell server & Storage) – 10 points each resource | 30 |
|   |                               | List of relevant staff/CVs (Min 1 Certified Resources of Cisco (Switching) – 10 points each resource                 |    |
| 4 | Clientele List based in Sindh | Client Reference POC details (2 Point for each client and maximum 5 clients)                                         | 10 |

### 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 supply of parts 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 on the value of items 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.

SIEHS reserves the right to break the order amongst multiple qualified bidders based on variables such as price, delivery timeline, make, model or any other technical aspect. Quoted rates will be maintained by bidder regardless of the number or quantity of items allocated to the bidder.

## **TERMINATION & CANCELATION 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 3:00 pm<br>Location Head office (House No. 43-15/K, Block 6, PECHS, Razi Raod Karachi)                                                                                                                                                          |                        | 27 <sup>th</sup> November 2023                                  |
| Addressing of queries from bidders                                                                                                                                                                                                                                 | Not later than 3:00 pm | Saturday 2 <sup>nd</sup> December 2023                          |
| Tender document purchase / collection<br>(Available at Sindh Public Procurement Regulatory Authority (SPPRA) ( <a href="http://ppms.pprasindh.gove.pk">http://ppms.pprasindh.gove.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                                                                                                                                                                                                                 | 10:00-10:30 am         | Thursday 7 <sup>th</sup> December 2023                          |
| *Technical evaluation / analysis of bid along with clarification of queries if any                                                                                                                                                                                 |                        | 7 <sup>th</sup> December 2023 to 15 <sup>th</sup> December 2023 |
| * Analysis of financial bid along with clarification of queries if any                                                                                                                                                                                             |                        | 16 <sup>th</sup> December 2023 (tentatively)                    |
| * Internal approvals , Letter of acceptance & award of contract                                                                                                                                                                                                    |                        | 3 <sup>rd</sup> to 4 <sup>th</sup> week - January 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 Ali                                                                                                                                                                                                                           |
| Email address                | <a href="mailto:procurement@siehs.org">procurement@siehs.org</a>                                                                                                                                                                                          |
| Contact number               | 021-111-111-823, Ext 2005 / 2022 / 2003                                                                                                                                                                                                                   |
| 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  | 7 <sup>th</sup> December 2023 at 9:30 am                                                                                                                                                                                                                  |
| 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 supplies and defect liability / warranty period as stated through warranty terms in the submitted proposal. |

## ANNEXES TO BE FILLED

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

(To be submitted on official company letterhead duly signed & stamp)

#### Commercial proposal

Period 1: Upto 30<sup>th</sup> June 2024 (6month)

| S. No | Item name              | Qty. | UOM | Rate in PKR | Tax | Amount in PKR (incl. tax) |
|-------|------------------------|------|-----|-------------|-----|---------------------------|
| 1     | HP & Dell Hardware SLA | 01   | Job |             |     |                           |

Period: 2, 1<sup>st</sup> July 2024 – 30<sup>th</sup> June 2025 (1 Year)

| S. No | Item name              | Qty. | UOM | Rate in PKR | Tax | Amount in PKR (incl. tax) |
|-------|------------------------|------|-----|-------------|-----|---------------------------|
| 1     | HP & Dell Hardware SLA | 01   | Job |             |     |                           |

- The above mentioned rates/prices should inclusive of all applicable Federal and Provincial taxes / charges / duties etc.
- Please quote separately for 6 months and for 1 year.
- 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 contract / warranty period if any.
- SIEHS payment terms are 45 days' credit after submission of correct invoice.

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

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

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

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

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

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



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

**HP AND DELL Hardware SLA**

**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><br>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.<br><br>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 the 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 92 - 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 92-2023 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.
- 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.
  - 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 /<br/>Representative of<br/>supplier / service<br/>provider</b> | <b>Designations</b> | <b>Email Addresses</b> | <b>Contact<br/>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.

| 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 92-2023 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**

- 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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