



PROCUREMENT OF TYRES

**TENDER DOCUMENT FOR FISCAL YEAR
2024-2025**

(Single Stage Two Envelope)

NOTICE INVITING TENDER

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

Sr#	Description	Tender fee	Earnest money	Date of bid submission	Date of bid opening
1	Procurement of Tyres	Rs. 3000/- Non-Refundable	2% of the total bid value including taxes.	23 rd DEC 2024 at 11:30am	23 rd Dec 2024 at 12 Noon

Tender documents are hoisted at <https://portalsindh.eprocure.gov.pk/#/> 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.3000 (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 2024). In case of any discrepancy, the SPPRA rules will take precedence.

SIEHS invites sealed bids on **Single Stage - two Envelope Procedure** for the procurement of tyres from well reputed companies registered with federal / provincial tax authorities.

The Procurement Agency reserves the right to reject any or all bids subject to relevant provisions of SPPRA Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25 of said Rules.

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

COMPANY INTRODUCTION

Sindh Integrated Emergency & Health Services (SIEHS) is a Section 42 not-for-profit company formed in collaboration with the Government of Sindh. This service is the realization of the Government of Sindh's commitment to strengthening the primary healthcare structure in Sindh through a public-private arrangement, ensuring the delivery of timely, effective, patient-focused ambulance and holistic healthcare services, free of cost.

SIEHS operates and manages Pakistan's first and only ISO 9001:2015 certified ambulance service, 1122. The ambulatory wing operates according to international protocols and is equipped with advanced medical equipment, life-saving drugs, and qualified paramedics and nurses, providing immediate pre-hospital emergency care to those suffering from acute health trauma. These quality emergency services are available to all who need them, across the social spectrum.

Tele-Tabeeb is our healthcare helpline that provides easy and timely access to a range of services, from basic medical advice to mental health consultations to family planning, through a comprehensive online platform. With 24/7 access to doctors, clinical psychologists, and healthcare experts, supported by updated algorithms for common diseases and the ongoing pandemic, we ensure that people in need receive timely diagnostic and counseling services at any time. Our state-of-the-art call center allows callers to access free medical consultations and counseling services from across Pakistan by simply dialing '1123.'

Research, Development & Education (RDE) serves as the internal training arm of SIEHS. RDE meets the diverse training needs of emergency medical services while offering basic and advanced first aid training to various sectors, including NGOs, hospitals, schools, and corporations.

SIEHS invites sealed bids on **Single Stage Two Envelope procedure** for the procurement of tyres from well reputed companies registered with federal / provincial tax authorities.

- i Source of Funds** SIEHS funded Procurement's. The eligible payment under the contract is to be made from this department.
- ii Eligible Bidders**
- ii.a This Invitation for Bids is open to all suppliers from eligible source as defined in the Amended SPPRA Rules and its Bidding Documents except as provided hereinafter.
 - ii.b Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - ii.c Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
 - ii.d Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.
- iii Eligible Goods and Services**
- iii.a The origin of all the goods & related services to be supplied under the Contract should be mentioned.
 - iii.b Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
 - iii.c The Origin of goods and services is distinct from the nationality of bidders.
- iv Cost of Bidding**
- iv.a The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidding Documents Includes:

Bidding Documents

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Manufacturer's Authorization Form

v.b The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

vi Clarification of Bidding Documents

vi.a An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

vii Amendment of Bidding Documents

vii.a At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

vii.b All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

vii.c In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids:

- 1. Scope**
 - 1.1 SIEHS intends the subject procurement through National Competitive Bidding Single Stage One Envelope Procedure as per SPPRA Rules-2010 (Amended 2024) uptodate.
- 2. Language of Bid**
 - 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
- 3. Documents Comprising the Bid**
 - 3.1 The bid prepared by the Bidder shall comprise the following components:
 - a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - b) Bid security furnished in accordance with ITB Clause-9.
- 4. Bid Prices**
 - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract including taxes.
 - 4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.
 - 4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.

4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

5. **Bid Form**

5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

6. **Bid Currencies** 6.1 Prices Shall be quoted in Pak Rupees.
7. **Bidder's Eligibility** 7.1 As defined in Bid Data Sheet.
8. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents** 8.1 The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, Data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) the Bidder shall note that standards for workmanship, material, equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names , and
/or catalogue numbers in its bid, provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications
9. **Bid Security** 9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:
- a) At the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;
 - b) Be submitted in its original form: copies will not be accepted;
- Remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 Bid security shall release to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity or
 - b) In the case of a successful Bidder, if the bidder fails:
 - (i) to sign the contract in accordance or
- to furnish performance security.

<p>10. Period of Validity of Bids</p>	<p>10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.</p> <p>10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
<p>11. Format and Signing of Bid</p>	<p>11.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>11.2 The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.</p> <p>11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p>
<p>12. Sealing and Marking of Bids</p>	<p><u>SUBMISSION OF BIDS:</u> The Bidder shall seal the original bid in envelope, duly marking the envelope as “ORIGINAL BID”. The envelopes shall be addressed to the Procuring agency at the address given in the BIDS, and carry statement <u>“DO NOT OPEN BEFORE 23rd December 2024 at 12P.M.”</u></p> <p>If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid’s misplacement or premature opening.</p>
<p>13. Deadlines for submission of bids</p>	<p>Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.</p> <p>The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.</p>

14. **Late Bids** 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
15. **Modification & Withdrawn of Bids** 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.
16. **Opening of Bids by the Procuring agency** 16.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
17. **Clarification of Bids** 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
18. **Evaluation Comparison of Bids** 18.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive. The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
19. **Contacting the procuring agency** 19.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

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| 20. | Post -
Qualification | <p>21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.</p> <p>21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.</p> <p>21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.</p> |
| 22. | Award
Criteria | <p>22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid/ Most Advantages Bid provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> |
| 22 | Procuring
a
Agency's
right to vary
quantities
atthe time
of award | <p>The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.</p> |
| 23. | Procuring
agency's
Right to
Accept
anyBid
and to
Reject any
or All Bids | <p>23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2019), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.</p> <p>23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2019), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders three days prior to notify the award of contract.</p> |
| 24. | Notification
of Award | <p>24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its</p> |



bidhas been accepted.

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- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 25. Signing of Contract**
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 26. Performance Security**
- 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

27. **Corrupt or Fraudulent Practices**
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- (a) **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;
- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Goods”** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) **“GCC”** mean the General Conditions of Contract contained in this section.
- (f) **“SCC”** means the Special Conditions of Contract.
- (g) **“The Procuring agency”** means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
- (i) **“SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 (Amended 2019).
- (j) **“Day”** means calendar day.

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

3. Patent Rights

The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

**4. Performance
Security**

4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;

4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**5 Inspections
and Tests**

5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

7. Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.

8. Insurance

No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

9. Transportation

The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

10. Incidental Services

10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

10. Warranty

The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

11. Payment

The firm should submit stamp duty as per Government Rule before execution of work. Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.

If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm

If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.

In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value. The currency of payment is Pak. Rupees. There will be no Advance Payment by the Procuring Agency.

12. Price

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

13. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. Termination for Default

The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.

If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**15.
Liquidated
Damages**

Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

**16. Resolution
of Disputes**

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

**17. Governing
Language**

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**18. Applicable
Law**

The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2024).

19. Taxes

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

INSTRUCTIONS TO BIDDERS

1. Bidder must read all the contents of invitation for bid / notice inviting tender as well as the bidding documents.
2. Bidder must ensure that the bid form is filled in all respect, without any confusion.
3. Bid security pay order shall be inserted in the submitted proposal.
4. There should not be any over-writing, double writing, crossed, additional conditions.
5. Rates/Prices are to be quoted clearly in digits as well as in words in Pak Rupees.
6. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
7. Conditional bids, telegraphic bids, bids not accompanied by bid security of required exact amount and form, without tender fee, bids received after specific date and time and bids of blacklisted firms shall be treated as rejected / non-responsive.
8. Bids shall be submitted in accordance with Single stage - two Envelope Procedure.
9. Bidder shall examine the bid eligibility criteria and qualifying the proposal accordingly.
10. No alternate bid will be considered .

MANDATORY DOCUMENTS (KNOCKOUT CLAUSE):

1. Registration certificates with NTN & FBR
2. Tender Receipt issued by the SIEHS commercial Department.
3. Bidder must be available on List of Active Tax Payers" of FBR (for Income Tax) and GST websites.
4. The bidder must have at least 3 years of experience in the relevant field pertaining to supply of goods in same nature contract and evidence of Purchase orders of having at-least 70 millions in any Govt / Semi Govt / Autonomous Body.
5. Copy of tender Fee of Rs. 3000 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 transaction details are required to be attached.
6. Average annual turnover for the last 3 years should not be less than the 100 million continuously for this tender and same shall be reflected from the FBR tax returns.
7. Affidavit on Rs.100 stamp paper that the firm is not blacklisted & not involved in any active litigation.
8. Manufacturer Authority as a Distributor /Sub distributor / Dealer/sub dealer.
9. Bidder must have ISO 9001 certificate & must provide ISO link for verification.
10. Professional Tax Certificate (only valid will be considered)
11. Valid Certificate of Chamber of Commerce & Industry.

BID PRICE

1. The bid offer quoted should be 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

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.
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.

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 2% 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.

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. Azeem Hassan Khan
Email address	procurement@siehs.org
Contact number	021-111-111-823, Ext 2510
Pricing mechanism	The price shall be fixed during the contract period.
Bid security	Amount of bid security should be 2% of the total bid price inclusive of taxes.
Bid validity	Bid validity period shall be 90 days after opening of technical proposal
Deadline for bid submission on EPADS system	Monday 23 rd DEC 2024 at 11:30am
Bid security	2% of the value <ul style="list-style-type: none"> • Pay order image to be uploaded on EPADS system • Hardcopy of Pay order to be submitted at SIEHS office before 11:30 am 23 December 2024
Performance Security	2% 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.

Schedule of Requirement:

S.No	Name of items	Specifications	QTY
01	Tyre	(a) 235/ 65 R16	352
		(b) 215/ 70 R15c	24
		(c) 165/ 70 R13	12

Note: Dunlop/ Bridgestone or Equivalent - 8 PR

1. PA will visit the warehouse to ensure the availability of the required item.

Financial Proposal filled by the bidder:

S.NO	NAME OF ITEM (AS LISTED IN INVITATION OF BID)	Manufacturer / Country of Origin	QTY	UNIT PRICE (PKR)	TOTAL PRICE OF EACH ITEM (PKR)
1					
2					
3					
Grand Total inclusive of all applicable taxes (PKR):					

Note:

The above mentioned rates/prices should inclusive of all applicable Federal and Provincial taxes / charges / duties etc.

Above prices/rates should inclusive of all requirements.

Performance security will be returned to service provider after completion of supply and defect liability / warranty period if any.

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: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[_____] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [_____] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[_____] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[_____] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [_____] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [_____] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Sindh Integrated Emergency & Health Services

[_____]

FORM OF CONTRACT – SPECIMEN DRAFT ONLY

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

Tender reference 91 - 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)_____