



# **BIDDING DOCUMENT**

## **SUPPLY OF MEDICAL GASES**

With

**SERVICE & MAINTENANCE CONTRACT**  
Related Equipment (Detail in BOQ)

**Financial Year 2019-2020**

**SHAIKH ZAYED HOSPITAL**  
**LAHORE**

**Ph: No.042-35865731**

**Ext: - 2209, 2243**



1.	<b>Tender Enquiry</b>	<b>SUPPLY OF MEDICAL GASEES with SERVICE &amp; MAINTENANCE CONTRACT of Related Equipment</b>
2.	<b>Tender Price</b>	<b>Rs. 1000/= (Non Refundable)</b>
3	<b>Estimated Cost</b>	<b>Rs. 23,000,000/-Approximate</b>
3.	<b>CDR</b>	<b>2% of the estimated price (Original along with technical bid).</b>
4.	<b>Last Date &amp; Time for Purchase of Tender</b>	<b>23 / 04 / 2019 at 11:00 AM</b>
5.	<b>Last Date &amp; Time for tender receiving</b>	<b>23 / 04 / 2019 at 11:00 AM</b>
6.	<b>Tender Opening Date &amp; Time</b>	<b>23 / 04 / 2019 (11:30 AM)</b>
7.	<b>Tender Opening Venue</b>	<b>Conference Room (1<sup>st</sup>, Floor Shaikh Zayed Hospital Lahore).</b>



## INSTRUCTIONS TO BIDDERS

1. **Source of Funds:** The Government of the Punjab, Health Department will allocate funds to the Shaikh Zayed Hospital, Lahore under their relevant head of account. The Shaikh Zayed Hospital Lahore intends to conclude Annual Rate Contract Extendable till Finalization of next rate contract, for the supply of Medical Grade Gases on the same Terms & Conditions and rate..

2. **Eligible bidders:** (1). Original Manufacturer of all required Medical Grade Gases (Liquid Oxygen, Nitrous Oxide, Entonox, Nitrogen, Argon and Carbon Dioxide Gases,) will be eligible to participate in tender along with required (VIE free of cost), (Liquid Oxygen Storage / Supply Tank) having capacity of 10,000 M3 or more according to international standards, and Medical Grade Oxygen in cylinders with quality requirement as per HTM / EU Pharmacopoeia Can also Supply Co2 Gas (Carbon Dioxide Gas), Those Supplier will be give complete package will be eligible to participate the Tender. (Supply of Medical Grade Gases with Service & Maintenance Contract of related equipment of Central Medical Supply System of the Hospital, detail is on BOQ).

(2) Liquid Medical Oxygen, compressed medical gases and maintenance of cylinders & pipelines system install in overall hospital will be awarded to single party/by adding per day consumption rates of all medical gases and maintenance of cylinders & pipeline, system if needed after opening financial bid or any stage before award letter.

(3) The VIE control equipment to control the pressure and flow of gas to the pipeline must be regulated by installing medical grade Duplex Pressure Reducing Set (Pressure Control Unit PCU) (EEC / USA origin) & Valves. This regulation set must be capable of regulating low pressure, high flow of gas up to 4000 Liters per Minute to avoid any pressure drops in the farthest areas of the hospital.

(3, a). In accordance with HTM standards, installation of Telemetry system capable of remotely monitoring supply conditions including vessel contents & oressure will be preferred.

(4). The supplier must install a low content level, high pressure and lower pressure alarms in accordance to HTM 02-01.

(5). The Medical Oxygen Supplier will be bound to certify complete VIE system installed by a qualified Authorized Person (Medical Gas Pipeline System) as per HTM standards.

(6) This Invitation for bids is open to all manufacturers for supply of Medical Gases on free Delivery to Consignee's end basis. The bidder shall also have to submit a copy of Memorandum of Association/Partnership deep registered with the Registrar of companies in Pakistan.

The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (federal/Provincial/District), a local body or a Public Sector Organization.

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(7). Inclusive of Annual Maintenance and Service Contract of Central Medical Gases Pipeline system including Outlet points throughout the Hospital, Central Medical Gases System (Vacuum Pumps, Compressed Air Compressors with Refrigerated Air Dryers System including filters & cartridges, compressor Oil and Hospital owned liquid oxygen VIE Tank inclusive of all PARTS, Accessories and Attachments.

(8). Yearly end user training for nominated health care professionals, Yearly VIE training for nominated technical professionals. has established training modules for various healthcare professionals i.e. end user, technical training etc.

(V). Has the capability to conduct periodic quality and purity checks on the medical gas pipe line system.

3. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “**Goods**” includes any Goods that are the subject of this Invitation for Bids and the term “**Services**” shall include related services such as transportation, insurance etc. The “**origin**” means the place where the goods are produced. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

#### THE BIDDING PROCEDURE

5. **Single Stage – Two Envelopes Bidding Procedure shall be applied:**

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. **The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;**
- iii. **Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;**
- iv. **The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;**
- v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
- vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- ix. The financial proposal of bids found technically non-responsive shall be returned **un-opened** to the respective bidders.



- x. The bid found to be the **lowest evaluated bid** shall be accepted if not in conflict with quality of product & any other law, rules and regulations or policy of Government of Punjab.

### THE BIDDING DOCUMENTS

#### 6. Content of Bidding Documents:

i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include:-

- a. Instructions to bidders;
- b. General Conditions of Contract;
- c. Special Conditions of Contract;
- d. Schedule of Delivery;
- e. Technical Specifications;
- f. Contract Form;
- g. Manufacturer's Authorization Form;
- h. Performance Guarantee Form;
- i. Bid Form;
- j. Price Schedule;
- k. Bid Evaluation Criteria; and
- l. List of Bio-Medical Gases

ii. The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.

iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

iv. 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 shall be at the bidder's risk and may result in the rejection of its bid.

7. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

8. **Amendment of Bidding Documents:** 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 prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective 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.

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### PREPARATION OF BIDS

9. **Language of Bid:** 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 English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
10. **Document Comprising the Bid:** The bid comprise the following documents:
- (a) Bid Form and Price Schedule completed in accordance with instructions to bidders (to be submitted along with financial proposal);
  - (b) Documentary evidence established in accordance with instructions to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
  - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents;
  - (d) Earnest Money in the shape of "Call Deposit" dully pledged in favor of Administrator Shaikh Zayed Hospital Lahore furnished @ as per Tender terms & conditions.
  - (e) Bid Security, if any furnished in accordance with instructions to bidders.
11. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their specifications, packing, quantity, and prices.
12. **Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
  - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
  - iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of tender enquiry, shall straightway be rejected.
  - iv. The bidder is required to offer competitive prices. All prices must include the General Sales Tax (GST, PST) & Punjab Revenue Authority (PRA) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes / duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency. The Shaikh Zayed Hospital Lahore is exempted from Sales Tax, so quote rates without Sales Tax.
  - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. **Conditional offer shall also be considered as non-responsive bidder.**
  - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.



13. **Bid Currencies:** Prices in pak rupees shall be quoted on FOR basis of free delivery to consignee end.
14. **Documents Establishing bidder's Eligibility and Qualification:**
- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
  - ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instructions to the bidders
  - iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
    - (a) Documentary proof to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
    - (b) National Tax Number (NTN) and General Sales Tax Number (GST) Punjab Revenue Authority (PRA) Number (Federal & Provincial Taxes if applicable) with documentary proof shall have to be provided by each bidder in the tender.
    - (c) The bidder shall submit an affidavit on legal stamp paper of Rs.500/- that their firm is not blacklisted on any ground by any Government (Federal / Provincial / District), a local body or a Public Sector Organization and has no dispute of delivery mechanism or quantity with any government/private institute in last 5 years. The bidder shall be debarred from bid on account of submission of false statement.
    - (d) The bidder should have minimum **10 year experience in the market**. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **10 year**. Similarly it is mandatory that the item to be quoted by the Manufacturer should have been used in different public / private institutions / hospitals & Govt. hospitals. Documentary proofs shall have to be provided in this regard.
    - (e) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
    - (f) The bidder must indicate the make of country of origin / Manufacturer of the item, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
    - (g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported items, the list of the countries in which the quoted item is available & is in use and the profile / credentials of the foreign Manufacturer in the respective foreign country shall be provided along with bid.
    - (h) The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.
    - (i) The bidder shall submit total list of products it manufactures The bidder shall also be responsible for providing up to date list of both public private hospitals & Govt. hospitals to which it has supplied the quoted item over the last **10 years** along with supply order details.



15. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.
- ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.

16. **Bid Security: The bidder shall submit Earnest Money @ 2% of the estimated price in the shape of "CDR" Original along with technical bid duly pledged in favor of Administrator Shaikh Zayed, Hospital Lahore Which will be returned back on submission of 5% bank guarantee/security on award of contract letter.**

17. **Bid Validity:**

- i. **Bids shall remain valid for the period of SIX (06) Months after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.**
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. bidders who,-
  - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- iv Bids should contains on both i.e with & without all taxes (i.e) Federal & Provincial)
  - (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).





**18. Format and Signing of Bid:**

- i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- iii. All bidding documents to be duly attested (signed and stamped) by the authorized person of the company.

**SUBMISSION OF BIDS**

**19. Sealing and Marking of Bids:**

- i. The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
    - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
    - b. bear the name and number indicated in the Invitation for Bids, and shall be inscribed by the wording " DO NOT OPEN BEFORE".
  - ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
  - iii. If the outer as well as inner envelope is not sealed and marked as required by instructions to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.
- 20. Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instructions to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instructions to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 21. Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
- 22. Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instructions to bidders.



### OPENING AND EVALUATION OF BIDS

#### 23. Opening of Bids

- i. The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of bidders/representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders/representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
- ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
- iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

24. **Clarification of Bids:** 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.

#### 25. Preliminary Examination:

- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. In the financial bids (at the time of opening of financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iv. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these **Clauses**, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws and Taxes & Duties shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- v. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.



**26. Evaluation & Comparison of Bids:**

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous performance evaluation comments / reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instructions to bidders.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. 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 issue of notice for invitation of bids.

**27. Evaluation Criteria:**

- i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following evaluation criteria can be applied for the

ii. **TECHNICAL PROPOSAL:**

- i) The recommendations of Technical Advisory Committee.
- ii) The firm must have minimum experience of Ten year, in supply of the relevant product with good performance certificate. The more experience the high marks criteria shall apply.
- iii) Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is 150 million. Financially sound party with excellent business record could get higher marks.
- iv) After technical evaluation is completed, the Procuring Agency shall simultaneously notify the bidders the date, time and location for opening the financial proposals. Bidder's attendance at the opening of financial proposals is optional.
- v) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the bidders who qualified technical evaluation shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

- 28. Contacting the Procuring Agency:** No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification.



29. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.
30. **Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

**No Offer will be Considered if it:**

- i. Is received after the date & time fixed for its receipt.
  - ii. Is unsigned.
  - iii. Is conditional
  - iv. Is given by a firm black listed, suspended or removed from the approved list of the Health Department Government of Punjab, Autonomous Health Institutions or by the Federal Health Ministry.
  - v. Is received with a validity period shorter than that required in the tender inquiry.
  - vi. Does not conform to general conditions of the tender inquiry.
  - vii. Is received without earnest money as specified in tender.
31. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 35 of the Punjab Procurement Rules 2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
32. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

**AWARD OF CONTRACT**

33. **Acceptance of Bid and Award criteria:** The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.
34. **Procuring Agency's right to vary quantities at time of award:** The Procuring Agency reserves the right at the time of Rate / Running Contract's award to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions. Quantity of requisite / advertised stores can be increased or decreased in the best interest of institution as per demand by the end user.
35. **Negotiations:** The bidders shall quote minimum and competitive rates. Save as otherwise provided there shall be no negotiations with the bidder having lowest evaluated bid or with any other bidder; provided that the extent of bidding permissible shall be subject to the regulations issued by PPRA.



**Notification of Award:**

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

**37 Signing of Contract:**

- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all codal formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

**38. Performance Guarantee / Security:**

- i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guarantee / Security in accordance with the Conditions of Contract, in the Performance Guarantee / Security Form provided in the bidding documents. The Performance Guarantee will be 5% of the contract amount. The performance shall be deposited in the shape of call deposit
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment / termination 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.

- 39. Schedule of Requirement:** The supplies shall be delivered within 30 days w. e. f the next date after the date of issue of Purchase Order without penalty. In case of late delivery of goods beyond the Delivery Period specified in the Purchase Order, penalty @ 0.075% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the supplier. 5% Penalty will be imposed one time to the supplier in case of Non-supplied item.

**40. Corrupt or Fraudulent Practices:**

- a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
  - I. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
  - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;



- b. shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- c. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract.

#### GENERAL CONDITIONS OF CONTRACT

1. **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
  - a. **"The Rate Contract"** is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are mentioned in the Rate Contract and the successful bidder is bound to accept any order which may be placed upon him at the rates specified within the period of the contract. To ensure patients safety & smooth / un interrupted supply of bio medical gases to the patients, preference shall be given to the single bidder while awarding rate contract.
  - b. **"The Running Contract"** is a contract for the supply of an approximate quantity of stores at specified price during period of contract. The approximate requirements for the period in question are assessed by the Procuring Agency. The running contract also provides that indenter may demand his requirement at any time or at specified period during the currency of the contract. The ordinary period of the Currency of the Rate or Running Contracts shall be One Year (Extendable) from the date of issuance of the Award Letter, either direct from the firm or by indent on the same Procuring Agency.
  - c. **"The Contract"** means the agreement 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.
  - d. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - e. **"The Goods"** means Bio-Medical Gases which the manufacturer is required to supply to the Procuring Agency under the Contract.
  - f. **"The Services"** means those services ancillary to the supply of goods and transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
  - g. **"The Procuring Agency"** means the Shaikh Zayed Hospital Lahore working under the administrative control of Government of the Punjab Health Department.
  - h. **"The Supplier"** means the manufacturer supplying the goods under this Contract.
2. **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract
3. **Country of Origin:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.
4. **Standards:** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

*Juna*



**5. Use of Contract Documents and Information:**

- i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
- ii) The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
- iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
- iv) The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

**6. 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 country.

**7. Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

**8. Inspections and performance evaluation**

- i) The Procuring Agency or its representative shall have the right to inspect and / or to test the performance of the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- ii) The inspection committee constituted by the Consignee shall inspect the quantity and specifications of goods after receipt of satisfactory performance test report from the end user. The cost of performance evaluation shall be born by the supplier.
- iii) The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Performance test report is unsatisfactory / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
- iv) The Procuring Agency's right to inspect & test the performance and, where necessary, reject the goods after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested in respect of performance, and passed by the Procuring Agency or its representative.
- v) Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

*Heena*



**9. Performance test and Physical Examination / Inspection of Goods:**

- i. All the Biomedical Gases shall be acceptable subject to satisfactory performance test and physical examination. The performance test shall be carried out by the end user. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and satisfactory performance test report by the end user.
- ii. If the Goods supplied are found during physical examination / inspection to be against the required specifications, etc, even if it is evaluated of satisfactory performance, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within stipulated period of time from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years.

10. **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.
11. **Insurance:** The goods supplied under the Contract shall be delivered duty paid.
12. **Transportation:** The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
13. **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.
14. **Warranty:** The Bio-Medical Gases shall be accompanied by the necessary warranty on judicial paper. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
15. **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak Rupees which will be paid after satisfactory report by the Inspection Committee for free delivery at consignee end.
16. **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
17. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.





18. **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.
19. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible after the receipt of the supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
20. **Penalties / liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of stocks not of satisfactory performance as reported by the end user the destruction cost will be borne by the firm i.e. Burning, Dumping and Incineration. If the firm provides stocks not of standard quality and fail to provide the item the payment of risk purchase (which will be purchased by the Consignee) the price difference shall be paid by the Firm.
21. **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 the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and 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
22. **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty / bid Security, or termination / blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Shaikh Zayed Hospital Lahore, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

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23. **Termination for Insolvency:** The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
24. **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
25. **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 English.
26. **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
27. **Notices**
- 1 Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
  - 2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### SPECIAL CONDITION OF CONTRACT

1. **Definitions:**
- i. "The Bid" means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;
  - ii. "The Bidder" means a person who submits a bid;
  - iii. "The Contractor" means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works; and
  - vi. "The Lowest Evaluated Bid" means,-
    - (a) a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document; and
    - (b) having lowest evaluated cost
2. **Country of Origin:** All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.



3. **Performance Guarantee / Security:** After signing of contract, the successful bidder shall furnish the Performance Guarantee / Security on the legal stamp paper equivalent to 5% of the total Contract amount from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.
4. **Inspection and Performance test:** Inspection and performance test by the end user at final acceptance shall be in accordance with the conditions of contract. After delivery at consignee's end basis and satisfactory performance test report from the end user, the goods shall be inspected /examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to the Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.
5. **Delivery and documents:** The Supplier shall provide the following documents at the time of delivery of goods to consignee for verification and onward submission to quarters concerned, duly completed in all respect for payment.
  - (i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), quantity and manufacturing & expiry date(where applicable) .
  - (ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency / destination to which delivery is to be made, item's description, Batch No(s), manufacturing & expiry date(where applicable), quantity, per unit cost, and total amount.
  - (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
6. **Insurance:** The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.
7. **Incidental Services:** The following incidental services shall be provided and the cost of which should include in the total bid price.
  - a. The Supplier shall supply Medical Gases as far as possible as per tender requirements.
  - b. If the Supplier / bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.
8. **Warranty:** The Bio-Medical Gases shall be accompanied by the necessary warranty.
9. **Payment:**
  - a. The Payment shall be in Pak Rupees.
  - b. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and satisfactory performance evaluation report by the end user.

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10. **Price Reasonability Certificate:** The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government / Autonomous Institutions, etc. In case of over pricing / overcharging detected at any stage, the overcharged amount shall be refunded to Shaikh Zayed Hospital Lahore.

11. **Penalties/ Liquidated Damages:**


- a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Bid Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year.
- b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 2% per month, 0.067% per day** of the cost of late delivered supply shall be imposed upon the Supplier.

12. **Arbitration and Resolution of Disputes:** In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole *ARBITRATOR*. The decisions taken and / or award made by the sole arbitrator shall be final and binding on the Parties.

13. **Governing Language:** The language of this Contract shall be in English.

14. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

The Administrator reserves right to accept or reject all or any offer without assigning any reasons.

  
**ADMINISTRATOR**  
**Shaikh Zayed Hospital,**  
**Lahore.**

**Note:**

All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014. **(Amended)**





**CERTIFICATE (MUST BE PROVIDED ON STAMP PAPER RS:100)**

We M/s. \_\_\_\_\_ are not suspended/black listed/defaulters of any Government / Autonomy Institution at any time. In case of any violation on any terms and conditions, our security/call deposit may be forfeited and we shall not challenge it in any court of Law.

Moreover we also confirm that the prices quoted in Shaikh Zayed Hospital, Lahore are not more than the prices quoted in other Government/Autonomy Institution. In case of any over pricing we shall be bound to refund that to the institution in the best interest of the Government/Hospital. We also confirm to abide by all the terms and conditions laid down in the Tender inquiry of time-to-time changed by the Government.

SIGNATURE \_\_\_\_\_

STAMP \_\_\_\_\_

*Reema*



## BIO DATA OF THE PARTICIPATING FIRM

- 1- Name of the firm \_\_\_\_\_
- 2- Name of the authorized Representative \_\_\_\_\_
- 3- C.N.I.C. No. \_\_\_\_\_
- 4- Registration No. with the Sale Tax Department \_\_\_\_\_
- 5- Income Tax No.(NTN) \_\_\_\_\_
- 6- Call Deposit No. & Date \_\_\_\_\_
- 7- Complete Address: \_\_\_\_\_  
\_\_\_\_\_
- 8- Lahore Office Phone, Cell & Fax No. \_\_\_\_\_

**Note: A soft copy of the Technical Bid has been provided along with bidding documents.**

## **KNOCK OUT LIST**

SR #	KNOCK OUT CLAUSE	YES	NO
1.	Original receipt for purchase of tender.		
2.	2% CDR as per Tender Enquiry with Technical Bid		
3.	Manufacturer Authorization Certificate/Sole Agency Certificate from Foreign Principal.		
4.	Registration with Ministry of Health (if applicable)		
5.	Minimum five year business history from the date of registration of Product.		
6.	Acceptance of terms and condition, tender documents duly signed and stamped.		
7.	Authenticated Price List		
8.	Price not mentioned on Technical Bid		
9.	ISO Certificate		
10.	List of the Government / Private institution where the quoted product has been supplied. The committee may ask for the demonstration of the product.		
11.	Company profile including engineering and managerial capability.		
12.	Bank Statement / Balance sheet, National Tax number and General Sale Tax number certificate.		

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*[Signature]*

*[Signature]*



### 03. Evaluation Criteria

Inspection Criteria of Premises Visit is mandatory, the Company which will qualify this criterion will be eligible for Technical Evaluation, and Performa of Premises Visit & Technical Evaluation is hereby attached Transportation.

In case of poor past performance of the company with SZH, the company may be disqualified, based on the decision of the concerned Authority.

The firm must be give the specification of the items offered without the rates for Technical Evaluation.

Sr #	Description	Marks	Marks Obtained
1.	Valid Manufacturing License of Medical Grade Gases from competent Authority (Compulsory)	20	
2.	Computerized Inventory	10	
3.	Emergency catering if failed to carry cylinders due to valid reason	10	
4.	Availability of Cylinders on Loan basis during emergency	10	
5.	Gas quantity & Quality assurance system	10	
6.	Cylinder filling facilities round the clock	20	
7.	Proper labeling of cylinders after filling	10	
8.	Overall cleaning of premises	10	
	<b>Total Marks</b>	<b>100</b>	

Total Marks=100

Qualifying Marks=80%

The Bank will certify about the bidder's financial worth, liquidity status, reputation and that they have never defaulted in financial transactions and letter of credits (L.Cs).

The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned unopened to the respective bidders.





## PERFORMANCE GUARANTEE/ SECURITY FORM

To:

The Administrator,  
Shaikh Zayed Hospital,  
Lahore

Whereas M/S \_\_\_\_\_ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to supply [description of goods] (hereinafter called "the Contract").

And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 2020

Signature and Seal of the Guarantors/ Bank

Address \_\_\_\_\_

Date \_\_\_\_\_

Hand



**MANUFACTURER / SOLE AGENT OF FOREIGN PRINCIPAL  
AUTHORIZATION FORM**

To:

The Administrator,  
Shaikh Zayed Hospital,  
Lahore

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against No. [reference of the Invitation to Bid] for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the bidder in its bid.

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## CONTRACT FORM

**THIS CONTRACT** is made at -----on----- day of----- 2019, between the Shaikh Zayed Hospital Lahore (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WHEREAS** the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) cost per unit,

### **NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
  - a. *Price Schedule submitted by the bidder,*
  - b. *Technical Specifications;*
  - c. *General Conditions of Contract;*
  - d. *Special Conditions of Contract; and*
  - e. *Procuring Agency's Award of contract; and*
  - f. *Purchase Order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [*the Seller/ Supplier*] 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.



7. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. [The Supplier] 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 Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.

9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Supplier] 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 Procuring Agency.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

12. If the firms provide substandard item and fail to provide the item the payment of risk purchase, the price difference shall be paid by the Firm

13. In case of supply of stocks are not of required quality the destruction cost will be borne by the firm i.e Burning, Dumping and Incineration.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at \_\_\_\_\_ (the place) and shall enter into force on the day, month and year first above mentioned.

SIGNED/ SEALED BY THE MANUFACTURER/ AUTHORIZED PERSON	SIGNED/ SEALED BY PROCURING AGENCY
1 _____	1 _____

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## **BID FORM**

Date: \_\_\_\_\_  
No. \_\_\_\_\_

To:

**The Administrator,**  
**Shaikh Zayed Hospital,**  
**Lahore.**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum \_\_\_\_\_ of [Total Bid Amount \_\_\_\_\_], [Bid Amount in words \_\_\_\_\_] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Five Percent of the Contract Price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, as per detail given below:

Name and address of agent \_\_\_\_\_ Amount \_\_\_\_\_  
(if none, state "none")."

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

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## PRICE SCHEDULE FOR MEDICAL GASES

Name of bidder \_\_\_\_\_ No. \_\_\_\_\_

#	ITEM	ACCOUNTING UNIT	QUANTITY REQUIRED	UNIT PRICE	TOTAL COST
1					
2					

Sign and Stamp of bidder \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.

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## SCHEDULE OF REQUIREMENT FOR MEDICAL GASES

The supplies shall be delivered within delivery date with effect from the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:-

MODE OF PENALTY	DELIVERY PERIOD
Without penalty	As demanded by procuring agency

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**Tender Documents of Biomedical Medical  
Grade Gases All the Medical Gases must be  
HTM and EU/BS  
Pharmacopeias Slandered  
BOQ**

Sr. #	Description	Approximate Qty. Required/Purchase per Annum
01.	Liquid Medical International Standard Oxygen Gas Purity 99.5% (Minimum) with Service & Maintenance with replacement of Parts, Pipe Line (Detail is given below # 11	800,000 M3
02.	Compressed Medical Oxygen Cylinder MM 240 CFT (Used for Manifolds)	500
03.	Compressed Medical Oxygen Cylinders MF 48 CFT (used with Bed side & Shifting of Patients)	2000
04.	Compressed Medical Oxygen Cylinders ME 24 CFT (used for Anesthesia Machines)	500
05.	Medical Nitrous Oxide Gas Cylinder XE 1620 Lit	500
06.	Medical Nitrous Oxide Gas Cylinder XM 16200 Lit	500
07.	Entonox Gas Cylinder 2000 (Used in Labor Room)	05
08.	Argon Gas Cylinder (6.2 M3 + MM 240 CFT)	10 x 10 (All Size)
09.	Nitrogen Gas Cylinders (NM 240 CFT with Liquid Nitrogen Container	40 + 1 (All Size)
10.	Carbon Dioxide Cylinder 240 CFT & 48 CFT in Kg	5000 Kg

11. **Detail of Service & Maintenance of related Equipment's**

- Service & Replacement of different Parts of Medical Grade Cylinders including (Issuing of Fitness Certificate)
- Maintenance of Central Medical Gases Pipeline System including Outlet Points (Oxygen, Vacuum, Compressed Air and Nitrous Oxide) and replacement , Purging Pipe Line with Nitrogen Gas (if when & where required) over all the Hospital (Both SZH & NIKD's Building)
- Central Medical Vacuum System with Pumps (Qty. 07)
- Central Medical Compressed Air Compressors (Qty.07) with All Parts and Compressor's Oil
- Refrigerated Air Dryers System (Qty. 03) with Filters & Cartridges, ,and with all Parts, Accessories

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