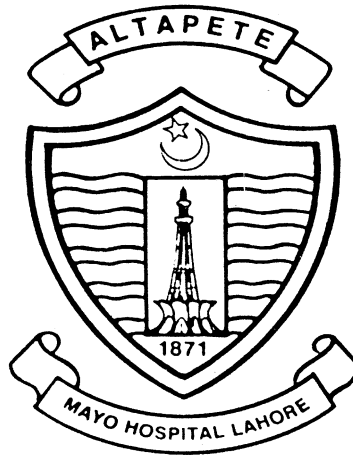


# BIDDING DOCUMENTS



**(FINANCIAL YEAR 2023-24)**  
**Applicable to procurement of**

# MEDICAL GASES

Name of Procuring Agency	MAYO HOSPITAL LAHORE
Corresponding Address:	Chief Executive Officer / D.D.O., Mayo Hospital Lahore Near by Nila Gumbad Lahore
Telephone No(s)	+92-42-99211129-110,117,378 & 381
Fax No.	+92-42-99211115
Email	<a href="mailto:mayohospital@gmail.com">mayohospital@gmail.com</a>

### IMPORTANT NOTICE FOR BIDDERS

All the bidders who intend to participate, are hereby informed that the bidding document is prepared carefully by the committee, however following under mentioned references will also be applicable / binding upon bidders if and when required.

1. Procurement will be Governed by PPR Rules 2014 amended (till date). (<https://ppra.punjab.gov.pk/>).
2. Policies, Guidelines & Instructions (if and when notified / circulated) by the Government of the Punjab, Specialized Healthcare & Medical Education Department / Mayo Hospital (Authority), shall be applicable / binding upon the bidders.
3. Offered Product specification shall match with the advertised specification as well as notified specification by DRAP (<http://www.dra.gov.pk/>)

#### Bid Data Sheet

Description	Detail
Language of bid	English or Urdu
Bid currency	Pak Rs. On free delivery to Consignee's end basis including all Ex-work, Transportation, Storage charges till the destination.
Bid Security	<b>2%</b> of estimated cost in shape of Bank Guarantee/ CDR from any scheduled bank, the bid security shall be item wise. However if any bidder opts to bid for more than one item and opts to submit bid security in lump sum, in such cases if the bid security amount is found lesser than the required amount , then the total bid of the said bidder shall be rejected.
Bid validity period	180 Days
Address for communication:	
Name of Procuring Agency Corresponding Address:	MAYO HOSPITAL LAHORE Chief Executive Officer / Mayo Hospital Lahore Near by Nila Gumbad Lahore
Telephone No(s)	+92-42-99211129-110,117,378 & 381
Fax No.	+92-42-99211115
Email	<a href="mailto:mayohospital@gmail.com">mayohospital@gmail.com</a>
<b><u>Performance Guarantee:</u></b> It will be <b>5%</b> of the Contract Value in shape of Bank Guarantee / CDR from any scheduled bank	

**REQUIRED ESSENTIAL DOCUMENTS / CHECK LIST (TO BE FILLED BY THE BIDDER)**

<b>Sr.No.</b>	<b>Description</b>	<b>Documents Attached</b>	<b>Page No.</b>
01	Attested copy of CNIC of authorized bidding Signatory person of the Bidder	Yes / No.	
02	Tender purchase / sale Receipt	Yes / No.	
03	Bid Security	Yes / No.	
04	Undertaking that bidder is not blacklisted	Yes / No.	
05	FBR Registration Certificate / Income Tax Registration	Yes / No.	
06	Company Registration Certificate	Yes / No.	
07	All requisite documents must be attached according to evaluation criteria i.e. compulsory parameters as well as Technical Evaluation parameters.	Yes / No.	
08	The documents required for ordinary Parameters should be attached Technical Evaluation parameters to the detail mentioned against each requirement.	Yes / No.	
Note. The Bidder (s) are directed to follow the above mentioned sequence while preparing their bid.			

**MAYO HOSPITAL, LAHORE.****INVITATION TO BIDS**

BID REFERENCE NO. \_\_\_\_\_

SUBJECT: **FRAMEWORK CONTRACT FOR MEDICAL GASES FOR THE YEAR 2023-24**

Dated; \_\_\_\_\_

Dear Sir/ Madam

**Mayo Hospital, Lahore**, invites sealed bids/tenders (Technical & Financial) to conclude the Framework Contract of services regarding supply of Medical Gases (liquid & compressed) on free delivery to Consignee's End (**Mayo Hospital, Lahore**) on daily basis.

1. This Invitation for Bids is open to all original Manufacturers/authorized agents for supply of Medical Gases (liquid & compressed) more specifically described in the section of schedule of requirement and technical specifications. The contract shall be valid for one (01) year from the date of issuance of advance acceptance letter / notification of award.
2. Authority letter for each item quoted by bidder must have complete information for participating in tender process at Mayo Hospital Lahore duly signed and stamped by the manufacturer.
3. The firms must participate in the bidding process for complete package defined in the schedule of Requirement against the total quantity.
4. Bidding shall be conducted through 38 (2)(a) Single Stage–Two Envelopes bidding procedure of Punjab Procurement Rules, 2014 (amended). The bids shall clearly be **marked with Bid Enquiry No.** for which the proposal is submitted.
5. Bidders can download the Bidding Documents containing tender's item specifications, quantity and terms & conditions from the PPRA website or [www.mayohospital.gop.pk](http://www.mayohospital.gop.pk) until the closing date for the submission of bids.
6. Sealed bids are required to be submitted by the Bidders as per advertised schedule positively in the **Committee Room**, of the **Mayo Hospital, Lahore**. The bids received till stipulated date & time shall be opened on same day at (**as per schedule**) in the presence of the bidders or their authorized representatives who choose to attend. Late bids shall not be entertained.
7. All bids should be submitted in Tape Binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Bidding Documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding documents/form is mandatory.
8. In case the date of opening is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of tenders accordingly. The time and venue shall remain the same.
9. The intending bidders may get the tender/ bidding document and detail specification from the Almoner Office during office hours along with the payment of non-refundable fee of Rs. 5000 (five thousand only) for each set of bidding document and detail specification.

**Note:** The Procurement shall be governed by the Punjab Procurement Rules, 2014 (amended).

  
**CHIEF EXECUTIVE OFFICER,  
MAYO HOSPITAL, LAHORE.**

## **INSTRUCTIONS TO BIDDERS**

### **1. Scope of Bid**

Mayo Hospital, Lahore invites bids for supply of Medical Gases (liquid & compressed) as per enclosed list along with Technical Specifications.

### **2. Source of Funds**

The Government of Punjab, allocated funds to Mayo Hospital, Lahore for the purpose of procurement of advertised services/ items etc. for the Financial Year 2023-24.

### **3. Eligible bidders**

3.1 This Invitation for Bids is open to all original Manufacturers/authorized agents for supply of Medical Gases (liquid & compressed) more specifically described in the section of schedule of requirement and technical specifications. The contract shall be valid for one (01) year from the date of issuance of advance acceptance letter / notification of award.

3.2. Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 The bidder being original Manufacturers/authorized agents must possess valid authorization form of the manufacturer and shall have to submit a copy of Memorandum and article of Association / Partnership deed registered with the Registrar of Companies. However in case of manufacture, they should submit documentary evidence, to the effect that they are the original manufacturer of the required specifications of items.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices, issued by any Government (Federal/Provincial/Local), or a Public Sector Organization are **Not Eligible**.

### **4. Corrupt and Fraudulent Practices and mechanism to debar /Blacklist the defaulted bidder.**

4.1 The Punjab Procurement Regulatory Authority, Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving , receiving, or soliciting of anything of value to influence the action of a public official or contractor in the procurement process or in contract execution to the detriment of the Procuring Agencies; or misrepresentation of facts in order to influence a procurement process or the execution of contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty” it may include any of the following practices.

- (i) coercive practice by 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 by 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 by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to procuring agency or any member of purchase committee influence the acts of another party for wrongful gain.
- (iv) Fraudulent practice by 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;
- (v) Obstructive practice by 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;

- 4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.
- 4.3 The following are the events which would lead to initiate under Rule 21 of PPR Rules 2014 Blacklisting/Debarment process:
  - i. Submission of false fabricated / forged documents for procurement in tender.
  - ii. Not attaining required quality of work.
  - iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
  - iv. Non execution of work as per terms & condition of contract.
  - v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
  - vi. Involvement in any sort of tender fixing.
  - vii. Persistent and intentional violation of important conditions of contract
  - viii. Non-adherence to quality specification despite being importunately pointed out.
  - ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

**PROCEDURE:** A notice will be issued by the agency to the bidder seeking it/his explanation for the lapses committed by it/him. The explanation will be required within 7 days from the date of issue, (time will be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show cause notice shall be issued providing an opportunity of being heard followed by decision for blacklistment for a maximum period of three years depending upon the intensity of lapses. The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the procurement Rules 2014.

5. **Eligible Services:** All services to be supplied under the contract shall conform to the policies of the Government of the Punjab in vogue. All expenditures made under the contract shall be limited to such services. For purpose of this clause, (a) the term "Services" includes any Services that are the subject of this Invitation for Bids.
6. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and Mayo Hospital, Lahore shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. **Bidding for Selective Items.**

A Bidder can bid for complete package only services as described in the Schedule of Requirements & Technical Specifications.

**However, Bidders cannot bid for partial quantities of an item as mentioned in the Schedule of Requirement & Technical Specifications. The bid must be for the whole quantity of an item required in the schedule of requirement & Technical Specifications.**

### **THE BIDDING PROCEDURE**

8. **The Governing Rules.**  
The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 amended of the Government of Punjab.
9. **Applicable Bidding Procedure.**
  - 9.1 The bidding procedure is governed by Rule 38 of PPR-2014 "Procedures for selection of contractors" sub-rule (2) (a) "Single stage-- two envelop bidding procedure". Bidders are

advised also to refer to the Bid Data Sheet above to confirm the bidding procedure applicable in the present bidding process.

- 9.2 The bidding procedure prescribed in the Bid Data Sheet is explained below.

#### **Single Stage two envelope Bidding Procedure**

- i. Single Stage two envelope Bidding Procedure shall be used for procurement of Medical Gases where the bids to be evaluated on technical & financial ground.
- ii. The bid shall be a single package consisting of two separate envelopes, containing separately the Financial & the Technical Proposals;
- iii. The Envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”
- iv. In the first instance, the "TECHNICAL PROPOSAL" shall be opened; and the enveloped marked as financial proposal shall be retained unopened in the custody of the procuring agency.
- v. The procuring agency shall evaluate the Technical Proposal, in the manner prescribed evaluation criteria, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
- vii. After the evaluation and approval of the technical proposal, the procuring agency shall open the financial proposal of the technically accepted bids, publically at time, date and venue announced and communicated to the bidder in advance, within the bid validity period.
- viii. The financial bids found technically non-responsive shall be returned unopened to the respective bidders;
- ix. The lowest evaluated bidder shall be awarded the contract.

### **THE BIDDING DOCUMENTS**

#### **10 Contents of Bidding Documents**

- 10.1. The services required, applicable bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:-
- a. Instructions to bidders;
  - b. Schedule of Requirements & Technical Specifications
  - c. Evaluation Criteria
  - d. Bid Forms
    - i) Letter of Intension,
    - ii) Affidavit,
    - iii) Technical Forms,
    - iv) Financial Forms
  - e. Draft Standard Contract
    - i) Contract Form
    - ii) General Conditions of Contract;
    - iii) Special Conditions of Contract;
- 10.2. “Invitation for Bids” is not a formal 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 in 10.1 above, the said Bidding Documents shall take precedence.
- 10.3. 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 shall be at the bidder's risk and may result in the rejection of its bid.

#### **11. Clarification(s) on Bidding Documents**

A prospective bidder requiring any clarification(s) on the bidding documents may notify the Chief Executive Officer, Mayo Hospital, Lahore, in writing. The procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives

no 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.

**12. Amendment(s) to Bidding Documents**

- 12.1 At any time prior to the deadline for submission of bids, procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify the bidding documents by amendment(s).
- 12.2 All prospective bidders that have received the bidding documents shall be notified of the amendment(s) in writing through post, E-mail, or fax, and shall be binding on them.
- 12.3 In order to allow prospective bidders reasonable time for taking the amendment(s) into account in preparing their bids, the procuring Agency, at its discretion, may extend the deadline for the submission of bids.

**PREPARATION OF BIDS**

**13. Language of Bid**

All correspondence, communications associated with preparation of Bids, clarifications, amendments, submissions, shall be written in English or Urdu or both languages. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

**14. Documents Comprising the Bids**

- 14.1 The bid shall comprise of the Bid Forms of this Bidding Documents and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in bid forms.
- 14.2 The bidder shall complete the bid forms and an appropriate price schedule furnished in the bidding documents, indicating the services to be supplied, a brief description of the services, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

**15. Bid Price**

- 15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Document, the unit prices and total bid price of the services, it proposes to supply under the Contract.
- 15.2 Form prescribed for quoting of prices 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. Tender Enquiry number of the quoted item may be marked with red/yellow marker.
- 15.3 The Bidder should quote the prices of services according to the technical specifications as provided in of this document. The technical specifications of services, different from the required specifications, shall straightway be rejected.
- 15.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation & storage charges till the destination (on free delivery to consignee's end basis). If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.
- 15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- 15.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement & technical specifications; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.
- 15.7 No request for increase in price due to market fluctuation in the cost of services shall be entertained.

**16. Bid currencies:**

Prices shall be quoted in Pak Rupees.

**17. Documentations on Eligibility of bidders**



- 17.1 The bidder shall furnish, as part of its technical bid (Bid form) as specified, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 17.2 The documentary evidence of the bidder's eligibility to Bid shall be established to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidders clause 3 above .

## **18. Documentations on Eligibility of services**

The bidder shall furnish as part of its Bid (Bid form) as specified, documents establishing the eligibility and conformity to the bidding documents of all services, which the bidder proposes to supply under the Contract.

## **19 Bid Security**

- 19.1 The bidder shall furnish separately against each quoted item, as part of its Financial Bids, in the name of Chief Executive Officer, Mayo Hospital Lahore. Failure to furnish the prescribed bid security / lesser bid security than prescribed shall result in the rejection of bids .The bid security must have a minimum validity period of 180 days from the last date for submission of the bids or until furnishing of the performance security, whichever is later.
- 19.2 The Bid Security shall be forfeited by the purchaser, on the occurrence of any / all of the following conditions:
- i) If the bidder withdraws its bid during the period of bid validity specified in bidding documents or
  - ii) If the bidder does not accept the correction in his total bid price or.
  - iii) If the bidder having been notified for the acceptance of the bid by the purchasers during the period of bid validity, fails or refuses to furnish the performance security, in accordance with the bidding documents.
- 19.3 Unsuccessful bidders, bid security shall be discharged or returned soon after announcement of successful bids. The successful bidders bid security shall be discharged upon signing of contract and furnishing the performance guarantee.
- 19.4 The bid security shall be item wise. However any bidder opts to bid for more than one item and opts to submit bid security in lump sum, in such cases if the bid security amount is found lesser than the required amount, then the total bid of the said bidder shall be rejected.

## **20. Bid Validity**

- 20.1 Bids shall remain valid for the period of 180 Days after the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 20.2 The Procuring Agency, shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period, But under exceptional circumstance and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity.

### **21.1 A bidder who;**

- (a) Agrees to the extension of bid validity period shall also extend the validity of bid security for the extended period of the bid validity.
- (b) Agrees to the procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of the bid and.
- (c) Does not agree to an extension of bid validity period shall be allowed to withdraw the bid without forfeiture of the bid security.

## **22. Format and Signing of Bid:**

- 22.1 The bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.
- 22.2 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an event where the Bidder has downloaded the bidding documents from

- the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.
- 22.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

### **SUBMISSION OF BIDS**

#### **23. Sealing and Marking of Bids**

- 23.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the bidder shall seal the proposals / bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.
- 23.2 The inner and outer envelopes shall:
- a. be addressed to the Procuring Agency at address given in the invitation for bids and .
  - b. Bid reference number indicated in the Bid data sheet, Tender Enquiry No. Indicated in Section III, Schedule of Requirements & Technical Specification and statement: **DO NOT OPEN BEFORE** the time and the date specified in the Bid data sheet for opening of bids.
- 23.3 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".
- 23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

#### **24. Deadline for Submission of Bids:**

- 24.1 All bids should be submitted in tape bending. Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Advertisement/Bid Data Sheet. **Bids received later than the time and date specified in the Advertisement shall be rejected.**
- 24.1.1 The Procuring Agency may at its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with IBT Clause 12 above, 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.

#### **25. Late Bids:**

- 25.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by Procuring Agency Pursuant to ITB Clause 24 shall be rejected and returned unopened to the bidder.

#### **26. Withdrawal of Bids:**

- 26.1 The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.
- 26.2 No bid may be withdrawn in the period between the deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the bidder, pursuant to the ITB clause 20 above.

### **OPENING AND EVALUATION OF BIDS**

#### **27. Opening of Bids by Procuring Agency**

- 27.1 **All bids received**, shall be open by the Procuring Agency publically in the presence of the bidders or their authorized representatives who choose to attend the bid opening on the date, time, and venue prescribed in the Bids data sheet.

- 27.2. The opening of the bids shall be subject to the bidding procedure prescribed in the Bid Data Sheet and elaborated in ITB clause of above.
- 27.3 All Bidders in attendance shall sign and attendance sheet.
- 27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the PPR-2014, specifically Rule 30 (Opening of Bids).
- 27.5 The Procuring Agency have the minutes of the bid opening (Technical & When Applicable, Financial) recorded.
- 27.6 No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned un-opened to the bidder.
- 27.7 The financial bids found having without Bid Security shall also be returned unannounced to the bidders; However, prior to return to the bidder, the Chairman of the Purchase / Procurement Committee shall record statement / reason on such bids.
- 27.8 No tenderer or its representative will be allowed to keep any digital device during tender opening meeting at given time and location.

## **28. Clarification of Bids:**

- 28.1 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.

## **29. Preliminary Examination**

- 29.1. 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.
- 29.2 In the financial bids the arithmetical errors shall be rectified on the following basis:
  - a. 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.
  - b. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
  - c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 29.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, 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 Law, Taxes & Duties and internationally recognize best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 29.4 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.

## **30. Evaluation of Bids**

- 30.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.
- 30.2 All bids shall be evaluated in accordance with the evaluation Criteria and other terms and conditions set forth in these bidding documents i.e. Rule 32 of PPR 2014.
- 30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date

of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

- 30.4 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.

### **31. Qualification of Bidder**

- 31.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prime facie evidence of any defect in the capacity or otherwise of a contractor, whether or not prequalified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.
- 31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 31.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 31.4 The determination can take into account the bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of bidder, the Procuring Agency may inspect the manufacturing plant/ production capacity/ warehousing system/ practices by a team of experts for assessment, if it deems necessary.
- 31.5 An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in rejection of the bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 31.6 The Procuring Agency shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information.

### **32. Rejection of Bids**

- 32.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules -2014. 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 shall not be required to justify those grounds.
- 32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.
- 32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned bidders which submitted bids.

### **33. Re-Bidding**

If the Procuring Agency rejected all bids in pursuant to ITB Clause 32, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may if necessary; revise specifications, evaluation criteria or any other condition for bidders.

### **34. Announcement of Evaluation Report**

The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the PPR-2014 giving justification for acceptance or rejection of bids at least ten days prior to the award of Procurement Contract.

### **35. Contacting the Procuring Agency.**

- 35.1 Subject to IBT Clause 28 above, no bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.
- 35.2 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 bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

#### **Award of Contract**

#### **36. Acceptance of Bid and Award Criteria**

The bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

#### **37. Procuring Agency's Right to vary quantities at the time of Award**

The Procuring Agency reserves the right at the time of award of contract to increase or decrease, the quantity of services originally specified in schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions.

#### **38. Notification of Award.**

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful bidder in writing that its bid has been accepted.

38.2 The notification of award shall constitute the formation of the contract between the Procuring Agency and the successful bidder.

38.3 The enforcement of the contract shall be governed by Rule 63 of the PPR-2014(Amended).

#### **39. Limitation on Negotiations.**

Save and otherwise provided in PPR Rules 2014(Amended), Procuring Agency shall not negotiate with any bidder.

#### **40. Signing of Contract.**

40.1 After the completion of the Contract Negotiations the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

40.2 Within ONE week of receipt of the Contract Form, the successful bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

40.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently.

40.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents and relevant laws/Rules.

40.5 The contract is to be made on stamp paper worth of Rs. # 25 paisa per every one hundred rupees of the total value of the contract, under section 22(a) (B) of schedule 1 of Stamp Duty Act 1899 read with Fiancé Act 1995 (Act-VI of 1995) Notification No. JAW/HD /8-21/77(PG) dated 1<sup>st</sup> January, 2014.

#### **41. Performance Guarantee.**

41.1 Successful Bidder shall furnish a Performance Guarantee in shape of Bank guarantee in the name of CEO, Mayo Hospital, Lahore.

41.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee.

41.3 Failure to provide the Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

#### **42. Price Reasonability Certificate**

The supplier shall certify on judicial stamp worth Rs.100/- paper that the prices quoted are not more than the price charges from any such procuring agency in the Punjab.

43. All supplies will comply with the provision of Drugs Act 1976/DRAP Act, 2012 and rules framed there under / notifications issued by the Federal /Punjab Govt. (If applicable)

#### **SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS:**

##### **Schedule of Requirements:**

The supplies shall be delivered in accordance with the Purchase Orders as per following schedule of requirements: -

**Respective Consignee's End:**      *Name & Address of Procuring Agency*

**Free delivery to Consignee's end (DDP) basis:**

<b>MODE OF PENALTY</b>	<b>DELIVERY OF 100% QUANTITY</b>
Without Recovery of Late Delivery Charges	100 percent supply as per Daily requirement immediate or up to 24 hours.
Late Delivery Charges-	<p>For Compressed Gases:</p> <p>In case of failure to comply the daily requirements under such circumstances a fine upto 50,000 thousand per day and all legal charges including FIR charges, suit filing, reputational losses, etc shall be recovered from the defaulter</p> <p>For Liquid Gases:</p> <p>In case of failure to comply the daily requirements not fulfilled for consecutive two days, under such circumstances a fine upto one lac per day and all legal charges including FIR charges, suit filing, reputational losses, etc shall be recovered from the defaulter</p>

#### **LIST OF REQUIRED PRODUCTS WITH QUANTITIES AND TECHNICAL SPECIFICATIONS**

Etc

<b>BID ENQUIRY NO.</b>	<b>GENERIC</b>	<b>SPECIFICATIONS</b>	<b>ESTIMATED COST PER UNIT</b>	<b>TOTAL QTY</b>	<b>2% OF THE ESTIMATED TOTAL COST (Required for Bid Security)</b>

## EVALUATION CRITERIA FOR MEDICAL GASES

### Part-A COMPULSORY PARAMETERS:

**Failure to comply with any compulsory parameter will result in disqualification of bidder.**

Sr.No.	DOCUMENTS REQUIRED
1	Attested copy of CNIC of authorized bidding Signatory person of the Bidder
2	Active Tax Filer
3	Bid Security must be in the form of bank guarantee/ CDR in the name of Chief Executive Officer, Mayo Hospital Lahore
4	Tender purchase / sale Receipt
5	Authorization Certificate The bidder must possess valid documentary evidence of manufacturer's authorization.
6	Undertaking on Stamp Paper worth Rs: 100 (Minimum) Regarding Non blacklisting from any public procuring agency of Pakistan to the bidder.
7	NTN No. / Income tax registration certificate / sale tax registration certificate.
8	Latest tax return showing annual sale / turnover of the bidder for the last two years.
9	Registration Certificate (name of relevant professional institutions) along with latest renewal letter.
10	Copy of Registration with Securities & Exchange Commission/Registration with Registrar of Firm for firms established under Partnership act, 1932:/or Registration with anybody: Relevant registration Authority (In case of international bidder)
11	List of permanent professional staff along with C.Vs of relevant core staff showing project-wise experience with exact time duration for each project.
12	List of similar works completed (as specified in clause 28) and similar works in hand, indicating total value of these projects, along with date of start and completion or expected date of completion.
13	A Certificate /affidavit that the firm /any member of consortium is not blacklisted by any Government/Autonomous Body.
14	Networth Statement
15	Financial statements duly certified from Chartered Accountancy Firm for the last two years(audit report).
	Qualification Criteria and Requirement This Section contains evaluation criteria, and information required by the Procuring Agency. There are certain general requirements as listed below, which need to be observed regardless of the type of Firm, and further there are some particular aspects regarding which information would need to be provided additionally.
16	<b>BASIC ELIGIBILITY</b>  1. Nationality 2. No conflict of Interest 3. Registration with FBR/PRA (in case of firm/partnership, each partner/firm shall have valid NTN issued before Jan 1st ,2016) 4. Not blacklisted by any Government/agency/authority 5. Existence as a legal Entity (Legal incorporation or establishment and registration under companies ordinance 1984/ Registered as firm under Partnership act, 1932 / any other law governing such legal entities)
17	<b>SPECIFIC</b>  a) History of Non-Performing Contracts Nonperformance of a contract did not occur within the last three years, prior to the deadline for application submission based on

	<p>all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.</p> <p>b) <b>Pending Litigation</b> All pending litigation against the bidder shall in total not represent more than 25 % of the Applicant's net worth and shall be treated as resolved against the Applicant.</p> <p>c) <b>Financial Qualifications</b> In order to qualify, average of the Annual Revenue / Turnover should not be less than 100 Million PKR for last 3 years. Revenue will be validated through documentary evidence.</p> <p>d) <b>Experience Record</b> Participation as contractor, management contractor or subcontractor for required services in last 5 years (including both ongoing and completed projects). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics. The total value of these projects should be at-least 100 Million PKR.</p> <p>e) <b>Personnel Capabilities</b> Number of technical/managerial resources, Graduate Engineers, Technologists, Sub-Engineers and Technician as full-time</p>
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**Part-B****TECHNICAL EVALUTION PARAMETERS:**

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

Sr.#	Parameters	Total Mark	Marks obtained
1	<b><u>Relevant experience</u></b> (Government, Semi Government, Private) I. More than 05 institutes 20 Marks II. 02 to 05 institutes 10 Marks III. Less than 02 Institutions 05 Marks	20	
2	<b><u>Past performance in Relevant Field:</u></b> Performance Certified issued by authority I. More than 10 years 20 Marks II. Between 05 to 10 years 10 Marks III. Less than 05 Years 05 Marks	20	
3	<b><u>Number of oxygen generation plants available:</u></b> I. 03 or more plants 15 Marks II. 02 plants 10 Marks III. Less than 2 plants 05 Marks	15	
4	<b><u>Certification of quality:</u></b> I. FDA/CE, 05 Marks II. ISO Certification 05 Marks	10	
5	<b><u>Financial Soundness/ Position</u></b> <b><u>Annual Turn Over.</u></b> I. More than 100 Million 20 Marks II. 50 to 100 Million 10 Marks III. Less than 50 Million 05 Marks	20	
6	<b><u>Technical Engineering Capabilities</u></b> Electrical/Mechanical Engr. 4 or More 10 Marks B-Tech Electrical/Mechanical 4 or more 05 Marks	15	
	<b>Total Marks</b>	100	

**Minimum Qualifying Marks = 65% of Total Marks =**



**PART C****Inspection of the plant by the Technical Committee.**

Recommendation of par (C) \_\_\_\_\_

**BID COVER SHEET**

Bid Ref.No. \_\_\_\_\_

Date \_\_\_\_\_

Name of the supplier/firm Contractor \_\_\_\_\_

Address \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Bid Security.

Bid Security attached with Financial Bid YES NO

Bid for:

☐: All Items mentioned in the Schedule of Requirements.☐: Selected Items from the Schedule of Requirements<sup>1</sup>.List of Selected Items: (In case the Bidder has opted to bid for Selected Items, please type the Serial No<sup>2</sup>. and the name of the Items selected for Bidding. Use additional Sheets if Required)

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment<sup>3</sup>: ☐ Original receipt for the purchase of the bidding documents.**BID FORM 1****Letter of Intention**

Bid Ref No.

Date of the Opening of Bids

Name of the Contract : { Add name e.g. Supply of Medical Gases }

To: [Name and address of Procuring Agency]

Dear Sir,

\_\_\_\_\_

In the capacity of [*insert: title or position*]Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

Having examined the bidding documents, including Addenda Nos. [insert **numbers & Date of individual Addendum**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

## **BID FORM 2**

### **AFFIDAVIT**

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Services that we propose to supply under this contract are eligible services within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing department from any Government, or its organization or project.
- 8) The undersigned is ready to all by the charges sample(s) (1 or more depending upon the ordered quantity amounting to Rs.10 million or more) tested by any international WHO accredited Laboratory, collected by Department's Inspection Committee which will be paid directly to the International Lab and will accept the results. (IF AND WHEN REQUIRED)

- 9) I/We further undertake that I /we will ready to pay the standard charges of testing samples by DTLs Punjab alongwith sample cost. The procuring agency reserved the rights to send the samples of Medical Devices to verify the claims of sterilization, under such circumstances the DTL fee, sample cost etc should be the responsibility of the bidder. (IF AND WHEN REQUIRED).
- 10) I/We further under take to provide the Batch Release Laboratory Test Reports of each batch of the product on its delivery.
- 11) The price offered to Mayo hospital is not more than any institution.
- 12) In case product is declared spurious, adulterated, counterfeit, misbranded or substandard, I /we undertake to provide fresh stock without any extra charges.
- 13) I / we undertake to adhere with the polices of the hospital / Government / DRAP for disposal of such product (mentioned above).
- 14) I / we undertake that prices coated by us are not more than the prices charge by us from any other procuring agency. In case of price difference I have no objection for such deduction.
- We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

**Signed**\_\_\_\_\_

#### **UNDERTAKING:**

- The supply of medical gases (Liquid Oxygen, Compressed Oxygen, Nitrous oxide, Nitrogen-Compressed & Liquid, Carbon Dioxide) as per requirement of Mayo Hospital Lahore.
- Ensure the provision of required gases 24/7.
- The collection, refilling and delivery of medical gases in cylinders as well of different capacities.
- To ensure the quality, safe handling and availability of the medical gases without any interruption.
- The firm will provide the training to the users for safe handling of the gases.

**Signed**\_\_\_\_\_

#### **BID FORM 3(A)**

Name of the Firm

Bid Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and Services

Required Documentation (To Be Filled by the Procuring Agency)	Checklist <sup>4</sup> (To be initialed by the Bidder against each document)	Relevant Page Number <sup>5</sup> in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the
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<sup>4</sup> Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

<sup>5</sup> Bidders are required to mention the exact page number of relevant document placed in the Bid.

Column:1	Column:2	Column:3	requirement) Column:4
Letter of Manufacturer's authorization			
Partnership Deed (where applicable)			
NTN Certificate			
GST Certificate			
Letter of Intention			
Affidavit			
One year experience evidence			
Original Receipt of purchase of Bidding Documents			

**BID FORM 3(B)****MANUFACTURER'S AUTHORISATION<sup>6</sup>**

To: [Name &Address of the Procuring Agency]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the services] 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 the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the services manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the services offered for supply by the above firm against this Invitation for Bids.

Signature:-----

Designation:-----

Official Stamp:-----

**BID FORM 4****Firm's Past Performance<sup>7</sup>.**

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: (One Year as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's <sup>8</sup> Certificate

<sup>6</sup> 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.

<sup>7</sup> Bidders may use additional Sheets if required.

<sup>8</sup> All certificates are to be attached with this form.


**BID FORM 5**

**Offered Item (s)**  
**(Technical Bid)**

User Note: This form is to be filled by the Bidder for each individual item and shall submit in envelope marked as Technical Proposal.

Name of the Firm:

Bid. Ref .No:

Date of opening of Bid.

T/E No.	Name of the Item	Offered Specifications with make / manufacturer, country of origin etc.	Brand Name	Pack Size
1				
2				
3				

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

**BID FORM 6**

**Price Schedule**  
**(Financial Bid)**

User Note: This form is to be filled by the Bidder for each individual item and shall submit in envelope marked as Financial Proposal.

Name of the Firm:

Bid .Ref. No:

Date of opening of Bid.

T/E No.	Name of the Item	Offered Specifications with make / manufacturer, country of origin etc.	Brand Name	Pack Size	Trade Prize	Retail Price	Offered Unit Price (Inclusive of all taxes)	Total price in figure	Total price in words
1									
2									
3									

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

## Special Conditions of the Contract

### AGREEMENT

**THIS CONTRACT** is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between The Chief Executive Officer Mayo Hospital, Lahore (hereinafter referred to as the “Purchaser”) 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 Purchaser invited bids for procurement of services, in pursuance whereof M/s (firm name) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and  
Whereas, the Purchaser has accepted the bid by the Supplier;

### **NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;**

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , Viz:-
  - a. The Schedule of Requirements.
  - b. The Technical Specifications.
  - c. The Price Schedule submitted by the Bidder.
  - d. The Purchaser’s Notification of Award.
  - e. The General Conditions of Contract
  - f. Advance acceptance
  
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
  
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of issuance of advance acceptance / notification.
  
4. The Supplier declares as under:
  - i. [Name of 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 Government of Punjab through any corrupt business practice.
  - ii. 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 Mayo Hospital, Lahore, except that which has been expressly declared pursuant hereto.
  - iii. [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 Mayo Hospital, Lahore and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
  - iv. [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 voidable at the option of Procuring Agency.

- v. 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 times 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.
- vi. 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.

**5. Items to be Supplied & Agreed Unit Cost:** (i) The Supplier shall provide to the Purchaser the items on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).

(ii) Each Item supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item

(iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

**6. Payments:** The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Supplier, the amount against the delivered items 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.

**7. Mode of Payment:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of [supplier's name]

**8. Payment Schedule:** All payments to the Supplier shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule at Annex F.

**9. Performance Guarantee:** (i) The Supplier shall within 10 days of issuance of advance acceptance, shall provide to the Purchaser a Performance Guarantee equivalent to 5% of the total Contract amount in the shape of Bank guarantee in the name of Chief Executive Officer Mayo Hospital Lahore. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.

ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (i) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract / withdrawal of advance acceptance.

**10. Penalties/ Liquidated Damages.**

i) Wherein the Supplier fails to make deliveries as per purchase order and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled. ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies shall be forfeited.

iii) If the Supplier fails to supply the whole consignment, the entire amount of Performance Guaranty/ Security shall be forfeited to the Hospital account and the firm shall be blacklisted minimum for two years for future participation.

iv) The exact time frame for making supplies with and without penalty as mentioned in the bidding document.

v) In case of late delivery of services beyond the periods specified in the Schedule of Requirements , a penalty as specified in the bidding document shall be imposed upon the Supplier. A fine of Rs. 50,000/- per day will be imposed for compress gases and Rs. 100,000/- per day for liquid gases.

- 11. Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:**

[insert: **name of office** ]

[insert: **name of officer** ]

[insert: **postal address** ]

[insert: **telephone number, indicate country and city code** ]

[insert: **facsimile or cable number or e-mail address** ]

**For the Supplier:**

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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: For the Purchaser.**

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

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

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

**Signed/ Sealed: For the Manufacturer/  
Authorized Supplier/ Authorized Agent.**

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

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

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

**Technical Specifications and Ancillary Services**

**Testing/Verification Procedures**

- i. After delivery of drugs and medicines at the Purchaser's premises, the Purchaser shall send the samples from each batch to the Drugs Testing Laboratory, Punjab for testing. The Inspection Committee constituted by the Purchaser shall inspect the quantity, specifications of services after receipt of standard quality report from DTL concerned as per law. The cost of the lab tests shall be borne by the Supplier. (IF AND WHEN APPLICABLE)
- ii. In case of substandard report of any batch, the Supplier has the right to go for appellate laboratory. If it is again declared substandard, the Supplier will be intimated and they will be bound to re-supply the entire fresh stock of that batch free of cost within the specified time period to be intimated by the purchaser but not later than 21 days (three weeks) from the date of intimation, which will be subject to completion of all testing and verification formalities. At the parallel, the case will also be forwarded to the Drugs Regulatory Authority for legal action as per Drugs Act 1976 and disposal of substandard stocks. The supplies found to contravene the section 23 of Drugs Act, 1976 will not be returned to the supplier till the decision of the Provincial Quality Control Board. (IF AND WHEN APPLICABLE)
- iii. The Inspection Committee will carry out detailed physical examination of stocks and can reject, even if it is declared of standard quality by DTL, if found not according to the approved sample and other technical specifications like packaging, labeling, printing and quantity etc. Moreover, the Supplier will also be responsible to replace the unconsumed expired stores without any further charges. (IF AND WHEN APPLICABLE)



- iv. Provided item (s) were required may be tested from concerned laboratory / institute etc and the cost of sample (s) and deposit fee shall be the responsibility of vender / supplier. (IF AND WHEN APPLICABLE)

#### **Transportation/Delivery Requirements**

- i. The Supplier shall arrange such transportation compatible with services as specified in Bidding document.
- ii. All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

### **PAYMENT SCHEDULE**

(Payment to the Suppliers will be made against satisfactory performance and upon submission of required documents and in accordance with the procedure mentioned in the PPR-2014. However, if there is any alternate payment schedule, agreed by the Procuring Agency and Supplier, will be annexed here)

#### **General Conditions of Contract (GCC)**

- 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 Purchaser and the Supplier, as recorded in the Agreement 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 Services" means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.
    - (d) "The Services" means those services ancillary to the supply of above services, such as printing of special instructions on the label and packing, design and logo of the government of Punjab, transportation of services upto the desired destinations and other such obligations of the Supplier covered under the Contract.
    - (e) "GCC" means the General Conditions of Contract contained in this section.
    - (f) "SCC" means Special Conditions of the Contract.
    - (g) "The Supplier" means the individual or firm supplying the services under this Contract.
    - (h) "Day" means calendar day.
- 2. Application**
  - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Source of Import**
  - 3.1 For purposes of this clause, "origin" means the place where the services are produced, or the place from which the related services are supplied. Services are produced when, through manufacturing or processing.
- 4. Standards**
  - 4.1 The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
  - 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Services and ancillary Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
  - 4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Hospital the price difference shall be paid by the Supplier.

- 4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e removal from purchaser's premises, burning, dumping, or incineration.

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

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.

## **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the country.

## **7. Ensuring Storage Arrangements**

- 7.1 The successful bidder shall ensure storage arrangements for the liquid gases as per the needs of the hospital.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the services in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 8.2 All costs associated with testing shall be borne by the Supplier.
- 8.3 The Purchaser's right to inspect, test and, where necessary, reject the services after the services either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the services having previously been inspected, tested, and passed by the Purchaser or its representative prior to the services delivery from the point of Supply or manufacturing.
- 8.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Delivery of Documents**

- 9.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the services.
- 9.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- 9.3 The services supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the Services having been delivered;

- 10. Insurance** The supplier shall be solely responsible for Insurance of the Services subject to the contract.

- 11. Transportation** 11.1 The Supplier shall arrange such transportation of the services as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
- 11.2

All costs associated with the transportation of the services subject to this contract

shall be borne by the Supplier.

- 12. Incidental Services** The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
- 13. Warranty**
- 13.1 All services subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC as per Drugs Act, 1976. (If and when applicable)
- 13.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14. Payment** 14.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.  
The currency of payment shall be Pakistan Rupee.
- 15. Prices** Prices charged by the Supplier for services delivered under the Contract shall not be higher than the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 16. Contract Amendments** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 17. Assignment** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 18. Subcontracts** The Supplier shall not be allowed to sublet and award subcontracts under this Contract.
- 19. Delays in the Supplier's Performance**
- 19.1 Delivery of the services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 19.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the services; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser 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 Parties by an amendment to the Contract.
- 19.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the bidding document, unless the parties to this contract mutually agree for extension of time.
- 20. Termination for Default** The Purchaser, 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 services within the period(s) specified in the Contract and subsequent award / indent, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
  - b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this clause Corrupt and fraudulent practices means: the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid

<b>21. Termination for Default</b>		submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”
	21.1	<p>The Purchaser, 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:</p> <p>(a) if the Supplier fails to deliver any or all installments of the services within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause Corrupt and fraudulent practices means: the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”</p>
	22.1	<p>Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/blacklisting for default if and to the extent that it's 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof.</p>
<b>22. Force Majeure</b>	22.2	<p>The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Supplier of its findings promptly.</p>
	22.3	<p>Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, 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.</p>
	23.1	<p>The Purchaser 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.</p>
<b>23. Termination for Insolvency</b>	24.1	<p>The Purchaser 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.</p>
	24.2	<p>If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract</p>

dispute, either party may require that the dispute be referred to the Arbitrator (Secretary SHC & ME) for resolution through arbitration.

24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

24.4 Redressal of Grievances and Arbitration shall be in accordance with Rules 67 and 68 of PPR, 2014 respectively.

**25. Governing Language**

The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. 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**

27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.

27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.


**28. Taxation**

All taxation, whether International, Federal, Provincial or Local, shall be borne by the Supplier.

**29. Risk Purchase**

Risk Purchases shall be preceded as per the need of the hospital from the available sources at any cost to save the patient's life and the same difference shall be recovered from the defaulter if any from 2<sup>nd</sup> or 3<sup>rd</sup> next qualified Bidder.

**Note.** Any matter not prescribed in the said bidding documents, or the detail of which is not present herein, shall be dealt as mentioned in Health Department Standard Bidding Documents and under PPR, 2014 (amended).

  
 CHIEF EXECUTIVE OFFICER  
 DRAWING AND DISBURSING OFFICER  
 MAYO HOSPITAL, LAHORE.  
 Telephone (s) +92-42-9921112-110.378.381  
 Fax +92-42-99211115

**ANNUAL DEMAND FOR MEDICAL GASES FOR THE FINANCIAL F.Y 2023-2024 (CODE A08)**  
**FOR MAYO HOSPITAL LAHORE**

<b>Bid Enquiry No.</b>	<b>Name of the Items/Capacity of Cylinder.</b>	<b>Unit</b>	<b>Total Quantity</b>	<b>Estimated Cost</b>	<b>Total Amount PKRS.</b>
1.	Nitrous Oxide XD 810 L Cyl	Cyl	850	<b>2145</b>	<b>1,823,250</b>
2.	Nitrous Oxide XE 1620 L Cyl	Cyl	440	<b>4290</b>	<b>1,887,600</b>
3.	Nitrous Oxide XM 16200 L Cyl	Cyl	700	<b>9514</b>	<b>6,659,800</b>
4.	Liquid Medical Oxygen M3 Cyl	M3	2700,000	<b>71.50</b>	<b>193,050,000</b>
5.	Compressed Medical Oxygen ME 24Cft	Cyl	4500	<b>413</b>	<b>1,858,500</b>
6.	Compressed Medical Oxygen MF 48Cft	Cyl	6000	<b>424</b>	<b>2,544,000</b>
7.	Compressed Medical Oxygen 98Cft	Cyl	100	<b>534</b>	<b>53,400</b>
8.	Compressed Medical Oxygen MM 240Cft	Cyl	300	<b>666</b>	<b>199,800</b>
9.	Liquid Nitrogen	Liter	600	<b>105</b>	<b>63,000</b>
10.	Compressed Medical Nitrogen NM 240CFT	Cyl	75	<b>825</b>	<b>61,875</b>
11.	Compressed Medical Nitrogen NF 48 CFT	Cyl	40	<b>424</b>	<b>16,960</b>
12.	CO2 (Corbin Dioxide Cylinder) 240 CFT (per cylinder 30kg)	Cyl	70	<b>4950</b>	<b>346,500</b>
13.	<b>Cylinder service &amp; maintenance charges</b>				
	New Valve replacement for O2 +N2 O		100	<b>3300</b>	<b>330,000</b>
	Hydraulic Testing		100	<b>715</b>	<b>71,500</b>
	Drying Out Charges		50	<b>605</b>	<b>30,250</b>
	New Spindle		10	<b>550</b>	<b>5,500</b>
	Painting of Cylinder		100	<b>550</b>	<b>55,000</b>
<b>TOTAL ESTIMATED AMOUNT</b>					<b>209,056,935/-</b>
<b>Bids security required 2% of total estimated cost</b>					<b>4,181,139/-</b>

**NOTE**

1. Interested Bidder shall submit Bid for complete package (1 to 13)
2. The successful Bidder shall deliver liquid as well as compressed gases at Mayo Hospital, Lahore without any additional charges.
3. The successful Bidder shall install,
  - i. 01 Liquid Oxygen Tank in Indoor Block (Tank Capacity 20000 or Better)
  - ii. 01 Liquid Oxygen Tank in Paeds Block (Tank Capacity 20000 or Better)