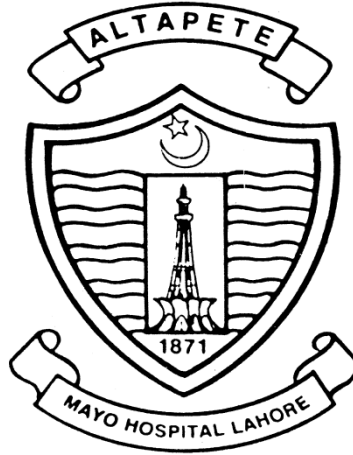


BIDDING DOCUMENTS



(FINANCIAL YEAR 2025-26)
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	mayohospital@gmail.com

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	2% of estimated cost in shape of Bank Guarantee/ CDR/ pay order / bank draft 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: <div style="display: flex; justify-content: space-between;"> <div> Name of Procuring Agency Corresponding Address: Telephone No(s) Fax No. Email </div> <div> MAYO HOSPITAL LAHORE Chief Executive Officer / Mayo Hospital Lahore Near by Nila Gumbad Lahore +92-42-99211129-110,117,378 & 381 +92-42-99211115 mayohospital@gmail.com </div> </div>	
<u>Performance Guarantee:</u> It will be 5% 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)

Sr.No.	Description	Documents Attached	Page No.
01	Attested copy of CNIC of authorized bidding Signatory person of the Bidder	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.

SECTION-I: INVITATION TO BIDS

INVITATION FOR BIDDERS

FRAMEWORK CONTRACT FOR THE PROCUREMENT OF MEDICAL GASES (LIQUID & COMPRESSED) FOR THE FINANCIAL YEAR 2025-26

1. e-Bids are invited from Bidders i.e. i) Local manufactures / sole agents of foreign principals/distributors for the supply of Medical Gases (liquid & compressed) more specifically described in the schedule of requirement and technical specifications, registered on e-Punjab Acquisition & Disposal System (e-PADS) and with relevant Registration Authorities and Tax Departments/ Authorities, regarding medical gases (liquid & compressed) for the Financial Year 2025-26 on free delivery to Consignee's end basis. Detailed technical specifications along with quantities of Medical Gases are given in the Bidding Documents. The e-Bids shall be received as per single stage two envelope bidding procedure as per PPR-2014. The contract shall be valid for one (01) year from the date of issuance of advance acceptance letter / notification of award.
2. Bidding document containing detailed specifications and terms & conditions for the following, in the English language, can be viewed on the Website / portal of e-PADS / PPRA / Mayo Hospital Lahore
3. The bidder must bid for entire/total quantity. Bid for partial quantity will straightway be rejected.
4. e-Bids shall be submitted Online as per tender notice on e-Punjab Acquisition & Disposal System (e-PADS) <https://punjab.eprocure.gov.pk>. The Vendors are encouraged to get them registered on e-PADS to enable them for participation. The e-Bids submitted till stipulated date and time will be opened on the same day as mentioned in the tender notice in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from AMS Purchase Mayo Hospital Lahore at the address given below before bid opening date within working hours. Bid Validity is 180 days from the date of opening of bids. Late Bids shall be rejected. Hard Copies of e-Bids are not required. The procuring agency shall not be responsible for any failure on part of firms to submit an e-Bid or account of any technical error or internet failure.
5. Bidding Documents are immediately available on the website after date of publication. The Bidding document carrying all details can be downloaded from Procuring Agency's website www.mayohospital.gop.pk and Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk> & e-PADS <https://punjab.eprocure.gov.pk>.
6. Mayo Hospital Lahore will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or submission of Bids. In case of official holiday on the day of submission, next day will be treated as closing date.
7. Procurement shall be governed by Punjab Procurement Rules 2014 (amended) and Punjab Procurement Regulations 2024.

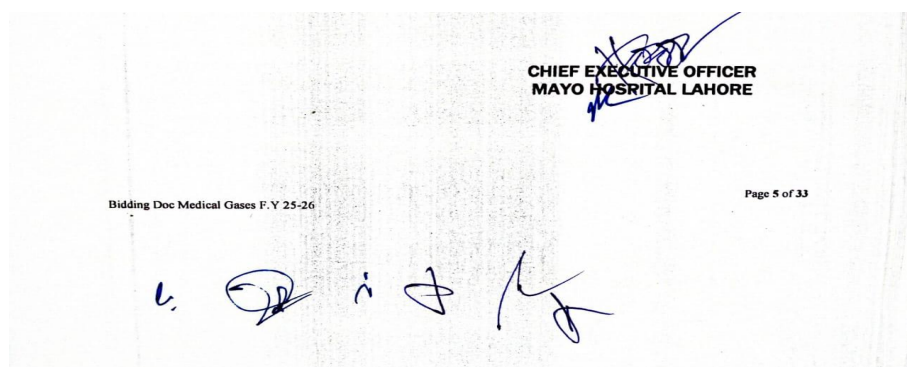
Note:

- a. The Procurement/ Bidding Process shall be governed by the Punjab Procurement Rules, 2014.

- b. Item(s) shall be quoted in Technical & Financial Proposal with both Brand Name(s) and Generic Name.
- c. The bidder shall bring original **2% Bid Security of** estimated cost of quoted item(s) as mentioned in Tender Documents, on the date of Tender Opening in the form of Bank Draft/Bank Guarantee/Call Deposit Receipt (CDR). The same shall also be uploaded as part of Technical Proposal. The bidder shall furnish the bid security separately against each quoted item. 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 will be rejected.

Note: Any clarification regarding bidding documents/ specifications of items should be submitted on E-PADS only within five days of publication of tender notice, and will be addressed by the Grievance Committee. The minutes of decision regarding any Clarification will be uploaded on EPADS as well as official website of Mayo Hospital Lahore, three days before opening of tender and will be the part of bidding document if any.

Name of Procuring Agency	MAYO HOSPITAL LAHORE
Corresponding Address:	Chief Executive Officer / Mayo Hospital Lahore Near by Nila Gumbad Lahore
Telephone No(s)	+92-42- 99211129110, 117, 378 & 381
Fax No.	+92-42-99211115
Email	mayohospital@gmail.com



INSTRUCTIONS TO BIDDERS

1. Scope of Bid

Mayo Hospital invites e-Bids for the supply of medical gases (liquid & compressed) from Bidders i.e. Local manufactures / sole agents of foreign principals/distributors for the supply of Medical Gases (liquid & compressed) more specifically described in the schedule of requirement and technical specifications

2. Source of Funds

The Government of Punjab, allocated funds to Mayo Hospital, Lahore for the purpose of procurement of advertised goods/services etc. for the Financial Year 2025-26.

3. Eligible bidders

3.1 This Invitation for Bids is open to all bidders i.e. Local Manufacturers / Sole Agents / Importers of foreign principals/distributors, registered on e-Punjab Acquisition & Disposal System (e-PADS) and with relevant Registration Authorities and Tax Departments/ Authorities, 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 reputation 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 blacklisting 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 Goods/ Services:** All goods/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 goods/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 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) The Procuring Agency will open all Bids online, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders’ representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.
- iii) The envelopes holding the Technical Proposals shall be opened online one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- iv) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder’s Bid.
- v) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3 (i).
- vi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- vii) The Bidders’ representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder’s signature on the record shall not invalidate the contents and affect the record.
- viii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail. *[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

Explanation: The decryption of encrypted electronic file shall be deemed opening of the bid as mentioned in the rules.

THE BIDDING DOCUMENTS

10 Contents of Bidding Documents

- 10.1. The goods/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

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. **The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet.** Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids as prescribed in **ITB 11 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response **as prescribed in ITB clause 11 (iii) above** will be uploaded on the website of procuring agency. The prospective bidders are advised to regularly visit the website of the procuring agency for any clarification issued vide ITB clause 11 (iii) above.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 12**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

Minutes of the Pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 12. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder..

12. Amendment(s) to Bidding Documents;

- i) At any time prior to the deadline for submission of Bids, **but not later than three (3) days before the closing date of the submission of Bid**, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders

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 goods/services to be supplied, a brief description of the goods/ 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 goods/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 goods/services according to the technical specifications as provided in of this document. The technical specifications of goods/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 goods/ 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 goods/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 goods/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 furnished 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 agrees 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:

- i) 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.

- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineations, erasures, or overwriting shall be not be accepted & such bid shall be rejected.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

SUBMISSION OF BIDS

23. Sealing and Marking of Bids

- i) The submission of encrypted electronic file by the bidders shall be deemed submission in —envelope or —package as mentioned in the rules.
- ii) The bidder shall submit hard copy of Financial Instrument in addition to the soft copy uploaded on the e-PADS as Bid Security (where applicable).
- iii) As per Rule 24, Bidders shall submit their bids online through e-PADS. No bids submitted manually shall be accepted, except for and if so specified clearly in the BDS the samples or any other items such as product catalogues, drawings which are not available in soft copies or not scanable for submission online.
- iv) Where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Procuring Agency's address before the designated time and date scheduled for Bid Submission (bid preparation and submission), as specified in the BDS.
- v) Bidders shall follow the Punjab Procurement Rules – 2014 (Amended) & Punjab Procurement Regulations 2024 for online submission of e-bid.
- vi) Any envelope or parcel containing the Bid Security /samples / catalogues/documents, where applicable, shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Chief Executive Officer, Mayo Hospital, Lahore;
 - (c) bear the specific identification of this bidding process indicated and any additional identification marks as specified in the BDS, and

In case e-bid or e-proposal including entries and record submitted e-PADS is found corrupt, unreadable or contains virus, the e-bid or e-proposal shall be rejected

24. Deadline for Submission of Bids

- i) Bid preparation and its submission must be executed online within time specified in the BDS. Bid Security in its original format and other items, if allowed by the Purchaser, must be submitted to the Purchaser at latest by the same time and date, and at the place specified in the BDS.

- ii) The Purchaser may, at its discretion as per Rule 29 of PPR-2014, extend the deadline for the e-bid submission by amending the Bidding Documents in accordance with ITB Clause 11 & 12, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- i) Any Bid Security / samples / catalogues/documents, (where applicable) received by the Procuring Agency after the deadline for e-submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 24, such e-bid will be rejected.
 - ii) The Procuring Agency shall not consider for evaluation any Bid Security / samples / catalogues/documents, where applicable (where applicable) that arrives after the deadline for submission of Bids.
- 26. Modification and Withdrawal of Bids**
- i) The Bidder shall be allowed to alter or modify his e-bid or proposal before the closing date for submission of e-Bid or Proposal.
 - ii) Since the e-Procurement System allows modifications /substitutions of Bid Data and attachments by the Bidders up to the last date and time set for e-bid submission, Bidders are allowed to rework on their bids as many times as required. However, after the set deadline the start date and time of closing, the time-lock feature of the e-Procurement system will not allow Bidders to modify /substitute their bid data and attachments in any way.
- No bid may be withdrawn, substituted or modified in the interval between the deadline set for Bid submission and the expiration of the period of bid validity or any extension thereof. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security or other remedies available under PPR-14, pursuant to the ITB Clause 20.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by Procuring Agency

- i) The Procuring Agency will open all Bids online, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.
- iii) The envelopes holding the Technical Proposals shall be opened online one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- ix) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3 (i).

- xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- xiii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail. *[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*
- iv) *Explanation:* The decryption of encrypted electronic file shall be deemed opening of the bid as mentioned in the rules.

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 or electronically, 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 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 goods/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. Signing of Contract.

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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. JAWA/HD /8-21/77(PG) dated 1st January, 2014.

40. Performance Guarantee.

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

ii. 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.

iii. 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.

41. 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.

42.. 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:

MODE OF PENALTY	DELIVERY OF 100% QUANTITY
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: 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: 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

BID ENQUIRY NO.	GENERIC	SPECIFICATIONS	ESTIMATED COST PER UNIT	TOTAL QTY	2% OF THE ESTIMATED TOTAL COST (Required for Bid Security)
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EVALUATION CRITERIA FOR MEDICAL GASES

Part-A COMPULSORYPARAMETERS:

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/ pay order/ bank draft in the name of Chief Executive Officer, Mayo Hospital Lahore
4	Authorization Certificate The bidder must possess valid documentary evidence of manufacturer's authorization.
5	Undertaking on Stamp Paper worth Rs: 100 (Minimum) Regarding Non blacklisting from procuring agency or PPRA
6	NTN No. / Income tax registration certificate / sale tax registration certificate.
7	Latest tax return showing annual sale / turnover of the bidder for the last two years.
8	Registration Certificate (name of relevant professional institutions) along with latest renewal letter.
9	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)
10	List of permanent professional staff along with C.Vs of relevant core staff showing project-wise experience with exact time duration for each project.
11	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.
12	A Certificate /affidavit that the firm /any member of consortium is not blacklisted by procuring agency and PPRA
13	Networth Statement
14	Financial statements duly certified from Chartered Accountancy Firm for the last two years (audit report).
15	Valid License for storage and filling of compressed gases in cylinders issued by Ministry of Energy (Petroleum Division) Department of Explosive.

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	<u>Relevant experience</u> (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	<u>Past performance in Relevant Field:</u> 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	<u>Number of oxygen generation plants available:</u>	15	

	I. 03 or more plants	15 Marks		
	II. 02 plants	10 Marks		
	III. Less than 2 plants	05 Marks		
4	<u>Certification of quality:</u>		10	
	I. FDA/CE,	05 Marks		
	II. ISO Certification	05 Marks		
5	<u>Financial Soundness/ Position Annual Turn Over.</u>		20	
	I. More than 100 Million	20 Marks		
	II. 50 to 100 Million	10 Marks		
	III. Less than 50 Million	05 Marks		
6	<u>Technical Engineering Capabilities</u>		15	
	Electrical/Mechanical Engr. 4 or More	10 Marks		
	B-Tech Electrical/Mechanical 4 or more	05 Marks		
	Total Marks		100	

Minimum Qualifying Marks = 65% of Total Marks = 100

PART C

Inspection of the plant by the Technical Committee.

Recommendation of par (C) _____

TERM OF REFERENCES (TORs)

Product Specification

The firm shall supply medical gases as per EU Pharmacopeia standards; the following documents are required for respective gases.

1. Medical Oxygen: Certificate of Conformity
2. Nitrous Oxide: Certificate of Analysis
3. Nitrogen: Certificate of Conformity
4. Carbon Dioxide Gas: Certificate of Conformity

Hardware to be Install:

For Liquid Medical Oxygen gas, the successful firm will have to install a Liquid oxygen storage tank (VIE) with the following parameters/specifications.

1. VIE Tank adequately sized as per HTM, with thumb rule to have minimum 3rd day Supply. The number of VIEs for Mayo Hospital, Lahore will be decided by Hospital management. For any incremental VIE requirement during the supply contract period within Mayo Hospital Lahore, the firm shall be bound to provide.
2. Ambient vaporizer sized respected to VIE.
3. The VIE control equipment to control the pressure and flow of gas to the pipeline must be regulated by installing a medical-grade Duplex Pressure regulation unit. This Unit must be capable of regulating low pressure and high flow of 4000 lit/min to avoid any pressure drops in the farthest area of the hospital.
4. The VIE and vaporizer system must be equipped with independent, audible vessel content level and pressure alarms to capture & alert low-level and low/high pressure at all times.
5. Fully digital /computerized system for monitoring the Liquid oxygen contents in the tanks with data transmission capability to the firm's computerized database Surveillance system for Scheduling purposes and arranging emergency supplies in case of emergency.
6. A Digital Content Meter is to be installed at each VIE tank site to co-relate it with the analogue content gauge of the VIE Tank.
7. The Supplying Firm will be bound to certify VIE system installation by a qualified authorized person (Medical Gas Pipeline System) as per HTM standards. Certification documents are to be provided together with tender documents.
8. Mayo Hospital Lahore will have the right to cancel the contract of the firm with non-compliance to any of the above-mentioned clauses.

For Gases in Cylinders:

1. The successful firm must have its compression station for gases comply with international standards.
2. The successful firm will be responsible for coordinating with the Hospital and arranging supplies through their own vehicle.
3. The Supplying firm will make sure that all the cylinders go through hydraulic testing before the required gas is filled.
4. The supplying firm will ensure that the quality and quantity of the gas supplied in the cylinder is according to the required medical standards i.e. EU pharmacopoeia.
5. The Firm, supplying gases in cylinders, will issue certification/labeling for each supplied cylinder.

Delivery & Product Measurement Mechanism

The delivered product will be measured as per two methods mentioned below,

1. Wight Bridge. The weight of the truck before supply and after supply will be taken and the difference between both weights will be calculated for the delivered product quantity.
2. Delivery through the content gauge, VIE's digital content gauge will be used for product delivery quantity in case a weight bridge is not available.

The supplier shall arrange transportation for all products and cylinders to the hospital and will be responsible for safe transportation to ensure product quality.

Training

The firm will provide training on safe handling and VIE operations to the operator.

Emergency Response Mechanism;

The firm shall also determine the emergency supply mechanism to cater to any emergency that may arise during the supply period.

1. The bidding firms will need to submit the supply mechanism with flowcharts and contact information together with bidding documents.
2. A central contact Centre will be available to cater emergency helpline.
3. The firm will be bound to respond to any emergency within 30 Mint of the Complaint received from the Hospital.
4. The Firm will provide the Contact Details of the Duty personnel (Engineer) available on duty Every Month to deal with any Emergency Arises due to Oxygen Supply in the Hospital.

24 Hours Oxygen Backup

The Supplying firm shall assist the hospital in developing a medical gases policy and ensuring 24-hour emergency backup arrangements may be in the shape of PCC or Cylinders to cater for emergencies.

Preventive Maintenance

Supply firm where applicable shall be responsible for preventive maintenance of the installed equipment and the company shall also provide the schedule and record of same to the hospital's staff.

BID COVER SHEET

Bid Ref.No. _____

Date_____

Name of the supplier/firm Contractor _____

Adreess_____

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 Requirements¹.

List of Selected Items: (In case the Bidder has opted to bid for Selected Items, please type the Serial No². and the name of the Items selected for Bidding. Use additional Sheets if Required)

S. No.	Name of the Item

Signed:

Dated:

Official Stamp:

Attachment³: ☐ 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,

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 goods/ 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 goods/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].

1

2

³In the capacity of [insert: **title or position**]

Duly authorized to sign this bid for and on behalf of [insert: **name of Bidder**]

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 goods/Services that we propose to supply under this contract are eligible goods/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 by procuring agency or PPRA
- 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 quoted 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 ⁴ (To be initialed by the Bidder against each document)	Relevant Page Number ⁵ 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 requirement)
Column:1	Column:2	Column:3	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 AUTHORISATION⁶**

To: [Name &Address of the Procuring Agency]

⁴Bidders 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.

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

⁶This 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.

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and/or description of the goods/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 goods/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 Performance⁷.

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 ⁸ Certificate

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				

⁷ Bidders may use additional Sheets if required.

⁸ All certificates are to be attached with this form.

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 goods/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 goods/ 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, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities highlighted in the Payment Schedule.

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 goods/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:

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 goods/ 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 goods/ 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 goods/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 goods/ 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 goods/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 goods/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 goods/ 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 goods/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 goods/services supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the buyer after the goods/Services having been delivered;

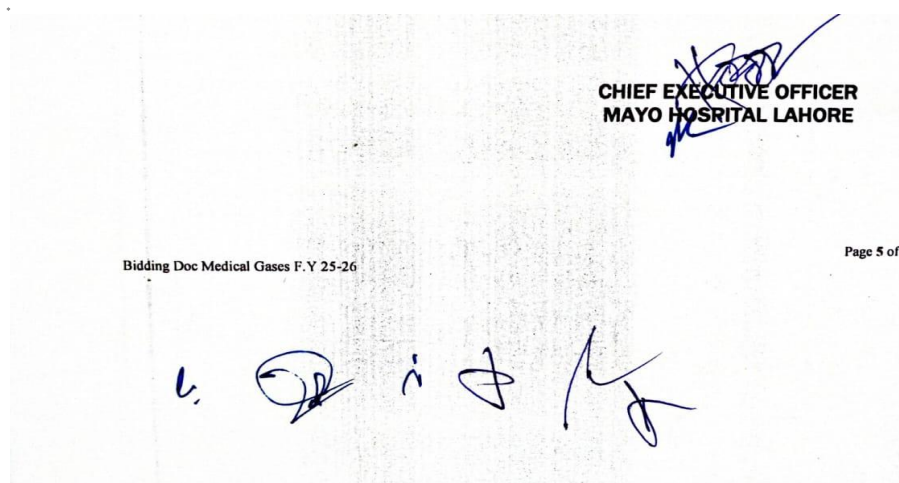
- 10. Insurance** The supplier shall be solely responsible for Insurance of the Services subject to the contract.

- 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 goods/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 goods/ 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 goods/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 goods/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		<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> <ul style="list-style-type: none"> a) if the Supplier fails to deliver any goods/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. <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>

21. Termination for Default	<p>21.1 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. Force Majeure	<p>22.1 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> <p>22.2</p> <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> <p>22.3</p> <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. Termination for Insolvency	<p>23.1 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>
24. Arbitration and Resolution of Disputes	<p>24.1 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> <p>24.2 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 dispute, either party may require that the dispute be referred to the Arbitrator (Secretary SHC & ME) for resolution through arbitration.</p>

	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).
24.3	Redressal of Grievances and Arbitration shall be in accordance with Rules 67 and 68 of PPR, 2014 respectively.
24.4	
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	<ul style="list-style-type: none"> i. 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. ii. 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	<p>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 2nd or 3rd next qualified Bidder.</p> <p>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).</p>



ANNUAL DEMAND OF MEDICAL GASES F.Y 2025-26

BID ENQ UIRY NO.	Generic / Item Description	Unit	TOTAL QTY.	Estimated Unit Price PKR	Total Estimated Cost PKR	2% Bid Security PKR
1	Liquid Medical Oxygen M3	M3	2,000,000	195	390,000,000	7,800,000
2	Compressed Medical Oxygen ME 24Cft	Cyl	3000	1115	3,345,000	66,900
3	Compressed Medical Oxygen MF 48Cft	Cyl	4200	1120	4,704,000	94,080
4	Compressed Medical Oxygen 98Cft	Cyl	100	1645	164,500	3,290
5	Compressed Medical Oxygen MM 240Cft	Cyl	200	2180	436,000	8,720
6	Compressed Medical Nitrogen NM 240CFT	Cyl	100	3000	300,000	6,000
7	Compressed Medical Nitrogen NF 48 CFT	Cyl	5	1300	6,500	130
8	Liquid Nitrogen	Liter	600	220	132,000	2,640
9	CO2 (Carbon Dioxide Cylinder) 240 CFT (per cylinder 30kg)	Cyl	90	17700	1,593,000	31,860

10	Nitrous Oxide XD 810 L Cyl	Cyl	300	3680	1,104,000	22,080
11	Nitrous Oxide XE 1620 L Cyl	Cyl	200	7300	1,460,000	29,200
12	Nitrous Oxide XM 16200 L Cyl	Cyl	50	24644	1,232,200	24,644
13	Cylinder service & maintenance charges				-	-
	New Valve replacement for O2 +N2 O		100	5664	566,400	11,328
	Hydraulic Testing		100	2900	290,000	5,800
	Drying Out Charges		50	580	29,000	580
	New Spindle		10	708	7,080	142
	Painting of Cylinder		100	580	58,000	1,160
	Total Estimated Cost				405,427,680	8,108,554

NOTE:

1	The successful Bidder in sr.No-1 (Liquid Medical Oxygen) shall install two VIE tank having Capacity 20,000 M3 or more free of cost as per requirement of hospital.
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