THQ Hospital, Kamoke

BIDDING DOCUMENT

TENDER NO: THQ/KMK/20-21/06
TENDER FOR PROVISION OF MEDICAL GASES FOR THQ HOSPITAL KAMOKE FOR THE YEAR 2020-21
TENDER NOTICE

The Medical Superintendent THQ Hospital Kamoke invites sealed bids from interested firms/agencies/authorized distributors of repute with financially sound background registered with Income Tax (Filer, Active Taxpayer) departments, for the tender for provision of medical gases for the year 2020-21 under Punjab Procurement Rules 2014 (Amended till date).

<table>
<thead>
<tr>
<th>TENDER NO</th>
<th>DETAIL</th>
<th>TENDER FEE</th>
<th>BID SECURITY</th>
<th>TENDER OPENING DATE &amp; TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>THQ/KMK/20-21/06</td>
<td>TENDER FOR PROVISION OF FILLED MEDICAL GAS CYLINDERS FOR THQ HOSPITAL KAMOKE FOR THE YEAR 2020-21</td>
<td>Rs. 1000/-</td>
<td>RS 16000/- as 2 % of estimated cost Rs. 0.8 Million.</td>
<td>29-09-2020 AT 11:00 AM</td>
</tr>
</tbody>
</table>

Bidding documents containing the detailed specifications and estimated cost may be obtained on payment of Rs. 1000/= (Non-Refundable) from the office of the Medical Superintendent THQ Hospital Kamoke (Procuring Agency) or may be downloaded from PPRA Website [www.ppra.gov.pk](http://www.ppra.gov.pk).

The last date for submission of bids along with mentioned bid security is September 29, 2020 by 10:00 AM and tenders will be opened on the same date at 11:00 AM at below mentioned address in the presence of bidders or their authorized representatives who may wish to attend.

Bidding document contains detailed terms and conditions.

The interested bidders shall submit their bids based on single stage – two envelop procedure. The bids shall comprise a single packet/envelope containing two separate envelopes. Each envelope shall contain separately the technical and financial proposal as per PPRA rules 2014 (Amended till date).

The procuring agency reserves the right to reject all the bids or proposals at any time prior to the acceptance of bid or proposal under PPRA rule 35.

The procuring agency has the due right to disqualify a supplier or contractor if it finds at any stage that the information submitted by him was false, fabricated or materially incorrect information under PPRA rule 19.

THE MEDICAL SUPERINTENDENT
THQ HOSPITAL KAMOKE
Contact No: 0556-811199
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Part-I
Section I. Instructions to Bidders

A. Introduction

1. Source of Funds
   1.1 The THQ Hospital, Kamoke named in the Bid Data Sheet has received budget from the Government of Punjab. The Medical Superintendent THQ Hospital, Kamoke hereinafter referred to as “the Purchaser or Procuring Agency,” intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.

2. Eligible Bidders
   2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.
   
   2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the THQ Hospital Kamoke to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
   
   2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
   
   2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

3. Eligible Goods and Services
   3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such goods and services.
   
   3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
   
   3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding
   4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Medical Superintendent THQ Hospital Kamoke named in the Bid Data Sheet, hereinafter referred to as “the Purchaser or procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, 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 (ITB)
(b) Bid Data Sheet
(c) Schedule of Requirements
(d) Technical Specifications
(e) Bid Submission Form
(f) Manufacturer’s Authorization Form
(g) Price Schedules
(h) Contract Form
(i) Performance Security Form
(j) General Conditions of Contract (GCC)
(k) Special Conditions of Contract (SCC)

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, 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.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet.
Supporting documents and printed literature furnished by the Bidder may be in same language.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

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

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices.

11.4 The Bidder’s separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser’s right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

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

13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder’s eligibility to bid shall establish to the Purchaser’s satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder’s qualifications to perform the
contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ Manufacturer or producer to supply the in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which a certificate of origin issued at the time of shipment shall confirm.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive.
The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in the form of bank guarantee valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32;

or

(ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity,
the contract price will be adjusted by a factor specified in the request for extension.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 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 or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 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.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will 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.
Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required

The Purchaser’s financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.
### F. Award of Contract

**28. Award Criteria**

28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Purchaser’s Right to Vary Quantities at Time of Award**

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements due to need or budget constraints or any other reason which the procuring agency is not bound to tell, without any change in unit price or other terms and conditions.

**30. Purchaser’s Right to Accept or Reject All Bids**

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser’s action.

**31. Notification of Award**

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder’s furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

**32. Signing of Contract**

32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

**33 Performance Security**

33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
34. Corrupt or Fraudulent Practices

34.1 The Medical Superintendent THQ Hospital Kamoke requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the THQ Hospital, Kamoke.

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the THQ Hospital, Kamoke of the benefits of free and open competition;

(b) The Medical Superintendent THQ Hospital, Kamoke will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Medical Superintendent THQ Hospital, Kamoke will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part-I

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>Name of Procuring Agency: [The Medical Superintendent THQ Hospital, Kamoke], Government of Punjab</th>
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<tbody>
<tr>
<td>ITB 1.1</td>
<td>Name of Project: [TENDER FOR PROVISION OF FILLED MEDICAL GAS CYLINDERS FOR THQ HOSPITAL KAMOKE FOR THE YEAR 2020-21]</td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>Name of Contract: <strong>TENDER FOR PROVISION OF MEDICAL GASES FOR THQ HOSPITAL KAMOKE FOR THE YEAR 2020-21.</strong></td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>ITB 4.1</td>
<td>Name of Purchaser: [The Medical Superintendent THQ Hospital, Kamoke]</td>
</tr>
</tbody>
</table>
| ITB 6.1 | For clarification purposes, the Employer’s address is: **[GT Road, Kamoke]**  
Requests for clarification shall be received by the Employer till 22nd September 2020 |
| ITB 8.1 | Language of the bid – English |

**Bid Price and Currency**

| ITB 11.2 | The price quoted shall be Delivered Duty Paid at the THQ Hospital Kamoke in accordance with the Schedule of Requirements including the delivery charges: **[THQ Hospital Kamoke]** |
| ITB 11.5 | The price shall be in Pak Rupees and shall be fixed. |

**Preparation and Submission of Bids**

| ITB 13.2 | a. NTN/GST Registration Certificate  
b. Affidavit as per annexures  
c. Other criteria mentioned in knock down clauses |
| ITB 13.3 (b) | Bank Statement for the last years (up to July 2020). |

**ITB 13.3 (d) Qualification requirements.** In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfil the mandatory eligibility criteria and evaluation criteria.
| ITB 14.3 (b) | A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets. |
| ITB 15.1 | **Amount of Bid Security:**

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of bank guarantee Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) in favor of *THQ Hospital, Kamoke* having its validity for thirty (30) days beyond the validity of bid. |
| ITB 16.1 | **Bid Validity Period:** 90 days after the date of opening of bid. |
| ITB 17.1 | **Number of Copies:** Original bid. Bids must be accompanied by unit price and total price. All pages of bid must be signed and stamped by the bidder. |
| ITB 18.2 (a) | **Address for Bid Submission:** [Office of the Medical Superintendent THQ Hospital Kamoke. GT Road Kamoke] |
| ITB 19.1 | Deadline for **Bid Submission:** [29-09-2020 at 10:00 AM] |
| ITB 22.1 | **Time, Date, and Place for Bid Opening:** [29-09-2020 at 11:00 AM in the office of the Medical Superintendent THQ Hospital Kamoke. GT Road Kamoke] |

**Bid Evaluation**

| ITB 25.3 | Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Price offered by the qualified responsive bidder. |
| ITB 26.1 | Delivery Period: within 48 Hours after issuance of Purchase Order. |

**Contract Award**

| ITB 29.1 | Percentage for quantity may be increased: 15% of total contract value. |
MANDATORY ELIGIBILITY CRITERIA
TENDER NO: THQ/KMK/20-21/06
FOR MEDICAL GASES

<table>
<thead>
<tr>
<th>SR</th>
<th>KNOCK OUT CLAUSES</th>
<th>YES/NO</th>
<th>Page NO</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Original receipt for purchase of tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Copy of CNIC (NADRA National ID card)</td>
<td></td>
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<tr>
<td>3.</td>
<td>Bid Security as per mentioned above in the favor of Medical Superintendent THQ Hospital Kamoke, must be attached with Financial Bid. However, Full readable copy must be attached with Technical Bid. Otherwise Tender Shall be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Affidavit worth Rs. 100/- duly attested that the bidder has accepted all the terms and conditions of tender documents and PPRA rules 2014 (Amended up to date) and shall continue the same in future, duly signed and stamped by Bidder. (ANNEX-A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Affidavit worth Rs 100/- duly attested stating that firm is not black listed as per tender enquiry and firm will be responsible for replacement of store if found sub-standard or at variation from approved specifications/sample. (ANNEX-B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>An affidavit on stamp paper of Rs. 100/- attested by notary regarding acceptance of terms and conditions of the bid/contract, and not being blacklisted. (Annex C)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Valid NTN Certificate. Attach proof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Valid STR Certificate. Attach proof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Price Reasonability Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Bid should be complete Sign &amp; Stamp by authorized person along with its CNIC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Medical Superintendent
THQ Hospital Kamoke

QUALIFICATION OF BIDDER
TENDER NO: THQ/KMK/20-21/06
FOR MEDICAL GASES

<table>
<thead>
<tr>
<th>SR</th>
<th>EVALUATION CRITERIA</th>
<th>MARKS</th>
<th>Page NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Age of the firm/Business history (from NTN). (10 Marks per year)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>List of Government/Autonomous Institution where the bidder is providing the products/Services. (5 marks per institute, 5 institutes reference for full marks) Attach Purchase Orders/AAT.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performance Certificates / Satisfactory Reports from Serving Clients. 02 marks for each.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Financial Position certificate by the bank/ Bank Statement for one year (up to July 2020) (5 marks for one Million, Full Marks for 6 Million or above).</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Overall Experience of quoted Products. (Provide Purchase Orders of Quoted Products) 2 Marks for each Purchase orders.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Marks</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualification Marks</td>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>

The Medical Superintendent
THQ Hospital Kamoke

Part-I
Section III. Schedule of Requirements
TENDER NO: THQ/KMK/20-21/06
(Medical Gases)

1) Estimated cost of tender: **800,000/- (PKR)**
2) Closing date up to: 29-09-2020 10:00AM
3) Opening date up to: 29-09-2020 11:00AM
4) Venue: Office of the Medical Superintendent THQ Hospital Kamoke

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Article</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Medical Oxygen gas in 240 CFT (MM)</strong></td>
<td>Rs. 800/filled cylinder</td>
</tr>
<tr>
<td></td>
<td>Cylinder, 2000 PSI</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Medical grade I.P. 1996/Latest</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Certified safe for human use</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Purity 99-100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Carbon monoxide less than 5PPM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Carbon-di-oxide not more than 300PPM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Free from halogen, polymer &amp; oxidizing substance &amp; Moisture</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Refilling of cylinders at 2000psi (compressed medical gas)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Cylinder 240 cft</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Cylinder 48 cft</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Cylinder 24 cft</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Medical Oxygen gas in 48 CFT (MF)</strong></td>
<td>Rs. 250/filled cylinder</td>
</tr>
<tr>
<td></td>
<td>Cylinder, 2000 PSI</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Medical grade I.P. 1996/Latest</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Certified safe for human use</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Purity 99-100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Carbon monoxide less than 5PPM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Carbon-di-oxide not more than 300PPM</td>
<td></td>
</tr>
</tbody>
</table>
- Free from halogen, polymer & oxidizing substance & Moisture
- Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.
- Refilling of cylinders at 2000psi (compressed medical gas)
- Cylinder 240 cft
- Cylinder 48 cft
- Cylinder 24 cft

3. **Nitrous Oxide Medical Gas**

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Brand/Model/Origin</th>
<th>Unit/ Packing</th>
<th>Warranty Offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrous Oxide Medical Gas</td>
<td>Medical grade I.P. 1996/Latest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purity 99-100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon monoxide less than 5PPM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon-di-oxide less than 300PPM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refilling of cylinders at 2000psi (compressed medical gas)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cylinder 48 cft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cylinder 24 cft</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rs. 2500/filled cylinder

The above noted items and quantities are the estimated maximum annual need of this hospital. The framework contract / award of all items shall be issued to lowest bidders but purchase orders shall be issued as per actual need subject to availability of sufficient budget in relevant head. All the Samples Shall be Submitted with technical bid and Checked by HOD/representative as appointed by Medical Superintendent. In case of non-submission of samples, the bid shall be considered as non-responsive.

MEDICAL SUPERINTENDENT
THQ HOSPITAL KAMOKE

Part-I
Section IV. Technical Specifications

Technical Bid: [Format]

TENDER NO: THQ/KMK/20-21/06
(Medical Gases)
MEDICAL SUPERINTENDENT
THQ HOSPITAL KAMOKE

Part-I
Section V. Bidding Forms

1. Bid Submission Form

Date: __________________________
No: __________________________

To
[Medical Superintendent, THQ Hospital, Kamoke]

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

(if none, state “none”)

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

Dated this ________________ day of ________________ 20______.

____________________________________  [signature]
_____________________________________  [in the capacity of]
Duly authorized to sign Bid for and on behalf of ______________________________

2. Manufacturer’s Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: [name of the Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

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

______________________________
[signature for and on behalf of Manufacturer]

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

3. Price Schedule

Financial Bid: [Format]
(On Company’s Letter Pad)

TENDER NO: THQ/KMK/20-21/06
(Medical Gases)

<table>
<thead>
<tr>
<th>Tender Sr No.</th>
<th>Article</th>
<th>Price (PKR) per Filled Cylinder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compressed Medical Oxygen Gas (As per specifications mentioned in schedule of requirements)</td>
<td>Filled Cylinder 240 cft</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Filled Cylinder 48 cft</td>
</tr>
<tr>
<td>2</td>
<td>Medical Nitrous Oxide Gas Gas (As per specifications mentioned in schedule of requirements)</td>
<td>Filled Cylinder 48 cft</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Filled Cylinder 24 cft</td>
</tr>
</tbody>
</table>

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

2. The supplier has to provide the following free of cost:
   i. At delivery, Accessories & Allied Material (Where Applicable).
   ii. At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (Where Applicable).
   iii. At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (Where Applicable).

MEDICAL SUPERINTENDENT
THQ HOSPITAL KAMOKE

Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser’s Notification of Award.

3. 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 and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ______________________ the __________________ (for the Purchaser)
Signed, sealed, delivered by ________________ the ________________ (for the Supplier)

2. Performance Security Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated ___________ 20_____ to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the _____ day of __________20_____.

Signature and seal of the Guarantors

____________________________________________________
[name of bank or financial institution]

____________________________________________________
[address]

____________________________________________________
[date]

Part-II

Section II. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:
(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Project Site,” where applicable, means the place or places named in SCC.

(k) “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. Country of Origin

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

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 THQ Hospital, Kamoke to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the THQ Hospital, Kamoke, if so required by the THQ Hospital, Kamoke.

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 Goods or any part thereof.

7. Performance Security

7.1 Within ten (14) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee in the form of bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier’s or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests

8.1 The Purchaser or Nominated committee shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

8.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods’ shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

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

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
12. Transportation 12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless
provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser’s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the
Purchaser;

(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 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.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier’s Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of 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 amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in
SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 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:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the THQ Hospital, Kamoke, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the THQ Hospital, Kamoke of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 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.

28.2 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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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 the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s address specified in SCC.

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

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Extension of Contract

33.1 The Medical Superintendent, THQ Hospital Kamoke May Extend the Framework Contract for Maximum Three Months subject to satisfactory performance by HOD/end user.

Part-II

Section III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: [The Medical Superintendent, THQ Hospital Kamoke]

GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is: [Bidder who will be awarded the contract]

GCC 1.1 (j)—The Project Site is: [THQ Hospital Kamoke]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 5% (Five per cent of the contract price) in the shape of irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—For conformance to specifications and performance parameters, by hospital inspection and verification committee.

5. Delivery and Documents (GCC Clause 10)

GCC 10.3—The Supplier shall deliver the stock to Logistic officer of the hospital along with delivery challan and invoice (original & copy). If the stock found non-compliant to the specifications and demand, the supplier is bound to replace the stock within stipulated time.

6. Insurance (GCC Clause 11)
GCC 11.1— The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:
   A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods.
   B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods.

   The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

8. **Warranty (GCC Clause 15)**

GCC 15.2—In accordance with the provisions, the warranty period shall be 2000 hours of operation or 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

17. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 5% of the contract price.

Or

17. ©Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 72 hours.

9. **Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

**Billing Cycle:** The billing shall be on order basis.
(i) **Payment against Delivered Goods**: Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4.

12. **Prices (GCC Clause 17)**

GCC 17.1—Prices shall be in PKR and will be Fixed.

13. **Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.1% of contract price per day
Maximum deduction: 5% of contract price

14. **Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to CEO DHA Gujranwala for adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. **Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

16. **Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

17. **Notices (GCC Clause 31)**

GCC 31.1—Purchaser’s address for notice purposes – Office of Medical, Superintendent, THQ Hospitals, Kamoke, GT Road, Kamoke.

—Supplier’s address for notice purposes:

MEDICAL SUPERINTENDENT
THQ HOSPITAL KAMOKE

(To be submitted with Technical Proposal on legal stamp paper of Rs. 100/-)

**ANNEX-A AFFIDAVIT**

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _________ (if participating through agent / representative) is the agent / representative duly authorized by _ (Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _ (Name of the Purchaser)_ . Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _ (Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification
or other forms of non-compliance.

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

[The Seller/Supplier/Contractor] 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 / support. 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 the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kick back given by [the Seller/Supplier/Contractor] 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 the Purchaser.

We, the undersigned solemnly state that We have read the contents of the Bidding Document and have fully understood it.
We accept all terms and conditions of tender documents and PPRA rules 2014 (Amended up till date) and shall continue the same in future.
The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.
Name of the bidder:
Father, s Name:
Address of bidder / Firm:
Designation:
CNIC No:

______________________________________________________
Signature & Stamp
Subscribed and sworn to me this _________ day of ______ 20__

______________________________________________________ Notary Public

(To be submitted with Technical Proposal on legal stamp paper of Rs. 100/-)

ANNEX-B
AFFIDAVIT

I/We, the undersigned solemnly state that:
Our firm/company/we are not blacklisted or facing debarment from any Government, or its organization or project.
Our firm will be responsible for replacement of store if found sub-standard or at variation from approved specifications/sample.
That the firm is solvent.
We have read the contents of the Bidding Document and have fully understood it.
The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
And prices quoted by me, was competitive to market price, in case of high prices charge by me, we will be responsible for paying it back.
We declare that we shall not present any grievances or file any petition in any court of law against the
hospital management / procurement committee if the contract is cancelled due to violation of the any of the condition of the contract on our part or any other reason the hospital management / procurement committee is not bound to tell.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Name of the bidder:
Father, s Name:
Address of bidder / Firm:
Designation:
CNIC No:

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<th>Name of the bidder:</th>
<th>Father, s Name:</th>
<th>Address of bidder / Firm:</th>
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Subscribed and sworn to me this ________ day of _____ 20__

______________________________________________________ Notary Public

(To be submitted with Technical Proposal on legal stamp paper of Rs. 100/-)

ANNEX-C
AFFIDAVIT

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements, we shall furnish a Performance Guaranty/Security as defined by the procuring agency in the name of Medical Superintendent THQ hospital Kamoke equivalent to 5% of the total Contract amount.

We agree to abide by this bid for a period of FY 2020-21 from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period that is till 30th June 2021 or central contract by department/higher authority, whichever is first. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the highest or any bid, Procuring Agency may receive.

We undertake, The firm will have to supply filled cylinders/Collection of empty cylinders of Medical Gases (Oxygen, Nitrous Oxide) for THQ Hospital Kamoke on DDP basis.

We undertake, The firm should have its own distribution network of Medical Gases.

We undertake, The firms will collect, fill and deliver the medical gases in cylinders of different capacities at THQ Hospital Kamoke.

We undertake, The cylinders should conform to international quality standards.

We undertake, The firms will maintain the quality of their supplied cylinders and provide Test Certificates on demand, check their leakage regularly and take appropriate measures.

We undertake, The firms have to ensure the quality, safe handling and availability of the medical gases without any interruption.

We undertake, The company is bound for the supply of gases whenever needed and irrespective of availability of free/empty cylinders.
We undertake, Minimum 23 cylinders would be on rotation. No separate rent of empty cylinders would be claimed/entertained.

We undertake, The firm will provide cylinders according to international color coding.

We undertake, The firm will bear the delivery charges.

We undertake, The repair and maintenance of the cylinder will be the responsibility of the Firm.

We undertake, The delivery time will be maximum 12 hours in normal
routine and 4 hours in emergency. After lapse of this time the firm will be fined 20% of that order.

We undertake, The firm will be responsible of checking of leakage of cylinders regularly and take appropriate measures.

We undertake, The firm will ensure the supply of gases 24/7 and 365 days in a year. No holiday and strike may affect the supply of biomedical gases.

Name of the bidder: __________________
Father, s Name: __________________
Address of bidder / Firm: __________________
NIC #: __________________
Designation: __________________
Signature: __________________
Stamp: __________________
Date: __________________

**CONTRACT FORM**

THIS CONTRACT is made at --------------- on ----------- day of ------------ 2020, between the Medical Superintendent, THQ Hospital, Kamoke (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (___firm name___) a firm registered under the laws of Pakistan and having its registered office at (____address of the firm_) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance whereof M/s (___firm name___) a firm registered under the laws of Pakistan and having its registered office at (____address of the firm_) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance whereof 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”).

NOW THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
   a. Price Schedule submitted by the bidder,
   b. Technical Specifications;
   c. General Conditions of Contract;
   d. Special Conditions of Contract; and
   e. Procuring Agency’s Award of contract; and
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.

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

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

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

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

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

12. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

13. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration

14. Partial supply shall not be accepted.

15. Quality/quantity of delivered items will be checked by the hospital through inspection & verification committee.

16. The supply shall not be accepted if found substandard. The seller shall be bound to replace the substandard stores immediately.

17. Seller shall ensure timely, continuous / uninterrupted supply to the end users as per demand throughout the contract period.

18. The seller shall have to supply such quantity as ordered.

19. The seller shall provide free delivery of items to consignee at the concerned hospital store.

20. If the rates charged by the seller are found higher than the market rates the extra money charged shall have to be refunded by the seller.

21. Payment will be made by the end users as per rules after completion of all codal formalities.

22. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.

23. This contract agreement shall remain valid till 30th June 2021 or central contract by department/higher authority, whichever is first.

24. The seller undertake that price quoted against tender are not more than the price charged from any purchase organization in the country. In case of discrepancy, seller hereby undertake to refund the price charged in excess.
25. The seller will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.
IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at **THQ Hospital Kamoke** (the place) and shall enter into force on the day, month and year first above mentioned.

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<tr>
<th>Sign/ Seal on behalf of Manufacturer / Supplier</th>
<th>Sign/ Seal of the Procuring Agency</th>
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<td>Name:</td>
<td>The Medical Superintendent</td>
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<td>THQ Hospital Kamoke</td>
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<tr>
<td>CNIC# &amp; Address:</td>
<td>The Admin Officer</td>
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<td>THQ Hospital Kamoke</td>
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