

SHEIKH ZAYED MEDICAL COLLEGE / HOSPITAL RAHIM YAR KHAN.

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INVITATION FOR BIDS

BIDDING DOCUMENTS FOR THE FRAMEWORK CONTRACT FOR THE BULK PURCHASE OF MEDICAL GASES (ON DAILY BASIS) FINANCIAL YEAR 2022-23.

- A. Liquid Oxygen Medical Gas**
- B. Cylinder Based Medical Gases**

THIS DOCUMENT CONTAINS FOLLOWING PARTS	
Section-1	Advertisement (Letter of Invitation)
Section-II	Introduction to Bidders
Section-III	Bid Evaluation Criteria
Section-IV	Schedule of Requirements

SECTION-I

Advertisement (Letter of Invitation)

SHEIKH ZAYED MEDICAL COLLEGE/HOSPITAL, RAHIM YAR KHAN.**INVITATION FOR BIDS (FINANCIAL YEAR 2022-23)****ADVERTISEMENT NOTICE OF THE TENDERS FOR THE BULK PURCHASE OF MEDICINES (INHALATIONS / INJECTIONS / INFUSIONS & IV FLUIDS), MEDICINES (ORAL DOSAGE FORMS / MISC. DOSAGE FORMS), MEDICAL GASES (LIQUID OXYGEN MEDICAL GAS AND CYLINDER BASED MEDICAL GASES), LOCAL PURCHASE OF MEDICINES / DISPOSABLE ITEMS (CHIT SYSTEM PRE- QUALIFICATION OF MULTIPLE VENDORS), LOCAL PURCHASE OF MEDICINES / SURGICAL DISPOSABLE ITEMS (ZAKAT FUND) & TIBBI MEDICINES, FINANCIAL YEAR 2022-23.**

Management of Sheikh Zayed Medical College/ Hospital Rahim Yar Khan, invites sealed bids / tenders from the eligible bidders i.e. manufacturers / their authorized distributors and in case of imported goods, their authorized sole agents / importers / distributors in Pakistan who are registered with income tax and sales tax authority / Licensed with Drug Regulatory Authority of Pakistan, for the procurement of medicines (inhalations / injections / infusions & iv fluids), medicines (oral dosage forms / misc. Dosage forms), medical gases (liquid oxygen medical gas and cylinder based medical gases), local purchase of medicines / disposable items (chit system pre- qualification of multiple vendors), local purchase of medicines / surgical disposable items (zakat fund) & tibbi medicines. List of items to be purchased with estimated quantities and estimated prices are given in the bidding documents. Only Local suppliers / contractors can participate for the pre-qualification of vendors for the local purchase of medicines / surgical disposable items (chit system / Zakat Fund).

Detail of sale and receipt of tenders are shown against each item head.

- Interested bidders may get the bidding documents from Procurement section of this institution on submission of written application along with payment of non-refundable fee of Rs. 1000/- (One thousand only), as per schedule given below during working hours only, immediately after the publication of this advertisement. A copy of the bidding documents/ requirements is also available for information on institutional website / PPRA website. www.szmc.edu.pk info@szmc.edu.pk / www.ppra.gov.pk
- The bidder shall furnish a bid security of 2% of estimated cost in the form of call deposit / Bank Guarantee/ Banker's cheque in the name of the Medical Superintendent, Sheikh Zayed Hospital, Rahim Yar Khan (Refundable) in Pak Rupees, without which the offer shall be ignored. Sealed bids are required to be brought in person by the authorized representative of the interested bidders on proposed dates up-to 10:30 am and will be opened on the same day at 11:00 am in the committee room of this institute in the presence of the bidders or their authorized representatives. Bids received after due time will not be entertained.
- PPRA Rules 2014 along-with all amendments will be followed.
- Rates should be on FOR basis as free delivery to the consignee's end in Pak Rupees.
- For detailed terms and conditions / method for the preparation and submission of bids, please consult the bidding documents.
- Samples of each item from fresh batch must be provided at the time of submission of bid in the quantity / specification as mentioned in bidding documents.
- In case the date of opening or last date of sale is declared as the public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly, the time and venue shall remain the same.
- Single stage- two envelop procedure, as per Rule 38 (2) (A) of PPRA Rules 2014, shall be applied.

Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014.

Sr. No.	Description/ Tender Name	Issuance Date of Tender Documents	Date of Receipt /opening of bids 10:30am / 11:00am	Call Deposit
01	Medicines (inhalations / injections / infusions & iv fluids),	Immediately after publication of advertisement	07-04-2022	2% of the estimated cost of quoted items
02	Medicines (oral dosage forms / misc. dosage forms),		07-04-2022	2% of the estimated cost of quoted items
03	Medical Gases (liquid oxygen medical gas and cylinder based medical gases)		07-04-2022	2% of the estimated cost of quoted items
04	Local Purchase of Medicines / Disposable items (chit system pre- qualification of multiple vendors)		07-04-2022	Rs. 200000/-
05	Local purchase of medicines / surgical disposable items (zakat fund)		07-04-2022	Rs. 100000/-
06	Tibbi Medicines		07-04-2022	2% of the estimated cost of quoted items

BID DATA SHEET

Description	Detail
Commencement of Sale of Bidding Documents	From the date of advertisement on all working days during office timing.
Last date of sale of Bidding Documents	07-04-2022
Last date and time for the receipt of bids	07-04-2022 up to 10:30 am
Date, time and venue of opening of technical bids	07-04-2022 up to 11:00 am Committee room of Sheikh Zayed Hospital, RYK.
Bid Currency	PKR on free delivery to the consignee's end basis including all ex-work, transportation, storage charges till the destination
Language of bid	Urdu / English
Amount of bid security	2% of the estimated prices of the quoted items in the shape of call deposit / bank guarantee.
Performance Guarantee	5% of the contract value in the shape of call deposit / bank guarantee.
Bid validity period	180 Days
Bidding procedure	Single Stage – Two Envelop Procedure
Address for communication: - OFFICE OF THE DIRECTOR TECHNICAL / DRUGS CONTROLLER PROCUREMENT SECTION (MEDICINE) SHEIKH ZAYED HOSPITAL RAHIM YAR KHAN. Ph # 068-5870395 Ph # 068-9230164-117, Fax # 068-9230162	

SECTION-II

Instruction to Bidders

Bidding Documents for the Framework Contract for the Bulk Purchase of Medical Gases (Liquid Medical Oxygen Gas & Cylinder Based Medical Gases)

FRAMEWORK CONTRACT OF MEDICAL GASES

Content of Bidding Documents

- i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include: -
 1. Instructions to bidders
 2. Bidding procedure
 3. TOR,s
 4. General Conditions of Contract
 5. Special Conditions of Contract
 6. Preparation & submission of bid
 7. Opening & evaluation of bid
 8. Award of Contract / Notification of Award
 9. Bid Evaluation Criteria
 10. Schedule of Requirements
- ii, **The “Invitation for Bids”** does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
- iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

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.

INSTRUCTIONS TO BIDDERS

1. Source of Funds

The Sheikh Zayed Medical College/Hospital, Rahim Yar Khan allocated funds for purchase of medical gases on day to day basis including Sundays, will be utilized by the Sheikh Zayed Medical College/Hospital, Rahim Yar Khan in the financial year 2022-23. Sheikh Zayed Medical College/Hospital, Rahim Yar Khan intends to fix the price / conclude the Contract for purchase / supply of Medical Gases and scope of work as mentioned in the Annexure “A”.

2. Eligible bidders

Only manufacturers of medical gases having strong technical, financial & managerial capabilities are eligible for supply of medical gases on daily basis to Sheikh Zayed Medical College/Hospital, Rahim Yar Khan

3. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in eligible source and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of

this Invitation for Bids and the term “Services” shall includes related services such as transportation, insurance etc. The “origin” means the place where the goods are produced, or the place from which the related services are supplied.

4. Cost of Bidding:

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

THE BIDDING PROCEDURE

1. Single Stage — Two Envelopes Bidding Procedure as per rule 38 (2) (a) of PPRA Rules 2014 shall be applied:

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

2. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency’s address, indicated in the Invitation for Bids. The Procuring Agency’ shall respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

3. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

TERMS OF REFERENCES (TORs)

Medical Gases:-

1. Liquid Medical Oxygen to be filled in VIE
2. Compress Medical Oxygen in Cylinders of different sizes
3. Nitrous Oxide in Cylinders of different sizes
4. Compressed Nitrogen Gas in Cylinders
5. Carbon Dioxide Gas in cylinders

Note:- Firm shall quote for the product of his own manufacturing, third party/trading of product will not be allowed.

Product Specification

Firm shall supply medical gases as per Eu Pharmacopeia standard; following documents are required for respective gases.

1. Medical Oxygen: Certificate of Conformity
2. Nitrous Oxide: Certificate of Analysis
3. Nitrogen: Certificate of Conformity

Hardware to Install

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

- a. Two VIE Tanks of preferably size 10000 cubic meters for two sites as per HTM, with thumb rules to have minimum 3rd day supply. The further number of VIEs for hospital will be decided mutually between supplying firm and Hospital management. For any incremental VIE requirement during supply contract period within hospital, Firm shall be bound to provide.
- b. Ambient vaporizer sized respected to VIE.
- c. The successful bidder will be required to install the tanks at two sites within 30 days of issuance of award letter, a grace period of 15 days may be given on request after which bidder will be declared as defaulter and tender may be awarded to the 2nd lowest and bid security of defaulter bidder may be forfeited.
- d. The VIE control equipment to control the pressure and flow of gas to the pipeline must be regulated by installing 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.

- e. The VIE and vaporizer system must be equipped with independent, audible vessel content level and pressure alarms to capture & alerts low level and low/high pressure at all times.
- f. Fully digital computerized system for monitoring of the Liquid oxygen contents in the tanks with data transmission capability to the firms computerized data base Surveillance system for Scheduling purposes and arranging emergency supplies in case of emergency.
- g. The supplying firm will be bound to complete all the required tasks including VIF installation, fencing.
- h. The supplier should have more than two manufacturing sites to cater emergencies during powered break-down, prevailing law and order situations and plant maintenance.
- i. The supplier should provide and complete all the above-mentioned tasks itself and should not out source any task to a 3rd Party.
- j. Digital Content Meter to be installed at each VIE tanks site to co-relate it with analog content gauge of the VIE Tank.
- k. Supplying Firm will be bound to certify VIE system installation by a qualified authorized person (Medical Gas Pipeline System) as per HTM standard. Certification documents to be provided together with tender documents.

For Gases in Cylinders

1. The successful firm must have its own compression station for gases compliant to International standard.
2. The successful firm will be responsible to coordinate with Hospital and arrange supply through their own vehicle.
3. The Supplying firm will make sure that all the cylinders go through a hydraulic testing before the required gas is filled.
4. The supplying firm will make assure that the quality and quantity of the gas supplied in cylinder is according to the required medical standards ie. EU pharmacopeia.
5. The Firm, supplying gases in cylinders, will issue certification/labeling for each supplied cylinder.

Delivery & Product Measurement Mechanism

Delivered product will be measured as per below two methods

1. Weight Bridge. Weight of truck before supply and after supply will be taken and difference of both weighs will be calculated for delivered product quantity.
2. Delivery through content gauge, VIE's digital content gauge will be used for product delivery quantity incase weigh bridge is not available.

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

Training

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

Emergency Response Mechanism

Firm shall also determine the emergency supply mechanism to cater any emergency that may arise during course of 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 center will be available to cater emergency help line.

24 Hours Oxygen Backup

Supplying firm shall assist hospital to develop medical gases policy and ensuring 24 hours Emergency backup arrangement may be in shape of PCC or Cylinders to cater emergency.

Preventive Maintenance

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

Note: - The management of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan will have the rights to cancel the contract of the firm with non-compliant to any of the above-mentioned TOR,s

Time of Contract

The contract shall be for a period of one year from the date of issuance of award and extendable for 03 months further or earlier till the completion of next contract for the year 2022-2023.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

In this the following terms shall be interpreted as indicated against each;

- a. **"The Contract"** is a contract for the supply of stores at specified rates during the period covered by the contract. The Contract may be concluded with one or more contractors.
- b. **"The 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 medical gases, and maintenance of the cylinders as mentioned in inspection criteria which the Supplier is required to supply to the Procuring Agency under the Contract.

- d. **“The Services”** means those services ancillary to the supply of goods, and other such obligations of the Supplier covered under the Contract.
- e. **“The Procuring Agency”** means The Sheikh Zayed Medical College/Hospital, Rahim Yar Khan.
- f. **“The Supplier”** means the individual or firm supplying the goods under this Contract.

2. Application

These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract

3. Country of Origin

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied

4. Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications (i.e. BP specifications / STP as per prevailing law).

5: Use of Contract Documents and Information

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

6. Patent Rights

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

7. Inspections and Test / Analysis

- i. The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
- ii. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

- iii. The Procuring Agency's reserves the right to inspect, test and, where necessary, reject the goods and the same shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
- iv. The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids.
- v. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Chemical and physical examination of goods

- i. All the Goods shall be acceptable subject to physical examination. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies.
- ii. If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the goods will be destroyed by the procuring agency. The firm may be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.

9. Delivery and Documents

The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.

10. Insurance

The goods supplied under the Contract shall be delivered duty paid.

11. Incidental Services

The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract.

12. Bill Warranty

The supplier will provide bill warranty for each invoice for the payment that the Medical Gases supplied are fit for human consumption.

13. Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.

14. Prices

Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension. Further the supplier will give a certificate that the prices charged are not more than the prices quoted/charged in any other institution. If there is any discrepancy and found that excess prices have been charged the same will be refunded by the supplier or will be deducted from the pending bills or security whichever is available.

15. Contract Amendments

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

16. Subcontracts

The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

17: Delays in the Supplier's Performance

Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of the supply order. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

18. Penalties / Liquidated Damages

In case of supply of substandard product the destruction cost will be borne by the firm. If the firm provides substandard item and fails 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 arrangements at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

19. Termination for Default

The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period (s) specified in the Contract, or within any extension thereof granted by the Procuring Agency, or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

20. Force Majeure

Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty, bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mismanagement and/or lack of foresight to handle the situation.

Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in

writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan constituted for Redressing of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

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

22. Arbitration and Resolution of Disputes

The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Medical Director 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

23. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

24. Applicable Law

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

25. Notices

- a. Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

- i. **The Procuring Agency:** is Sheikh Zayed Medical College/Hospital, Rahim Yar Khan.
- ii. **The Supplier:** is the individual or firm supplying the goods under this contract.

2. **Country of Origin** All goods and related services to be supplied under the contract must be under general conditions of the contract.

3. **Bid Security @ 2%** of the estimated cost of the each item as mentioned in the schedule in the requirement in the shape of call deposit to be attached with the technical proposal.

4. Performance Guaranty/ Security:-

After the award, 5% of the total award value will be submitted by the successful bidder as performance guarantee.

5. Inspection and Tests

Inspection of the goods shall be in accordance with the conditions of contract. After delivery at Sheikh Zayed Medical College/Hospital, Rahim Yar Khan warehouse the goods shall be inspected /examined as per standard pressure & weight (1875-2000 PSI). In case of any deficiency, the Supplier shall be bound to rectify it free of cost.

6. Delivery and documents

The Supplier shall provide the following documents at the time of delivery of goods to Consignee' for verification and onward submission to quarter concerned, duly completed in all respect for payment.

- ✓ Original copies of Delivery Note / Challan showing name of destination to which delivery is to be made, item's description
- ✓ Original copies of the Supplier's invoices (in triplicate) showing warranty, name of Procuring Agency, item's description, quantity, per unit cost, and total amount after each delivery i.e. daily basis.
- ✓ Original copies of the Sales Tax Invoices (where applicable) in showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
- ✓ All above documents must be computerized. Handmade documents shall not be accepted.

7. Insurance

The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.

8. Incidental Services

The following incidental services shall be provided and the cost of which should include in the total bid price.

9. Bill Warranty

The supplier will provide bill warranty for the payment that the Medical Gases supplied are fit for human consumption. And this warranty shall be printed on daily invoices.

10. Payment

The Payment shall be in Pak Rupees. The payment shall be made to the Supplier on monthly basis on receipt of original delivery challan (s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee.

11. Penalties/ Liquidated Damages

In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the bid security will be forfeited and the firm shall be blacklisted minimum for a period of two years if the firm fails to supply the whole installments.

12. Gas Cylinders

The successful bidder will provide gas cylinders on loan basis (free of cost) as per requirement of the Hospital. These cylinders will be returned to the firm with the completion/termination of contract.

13. Arbitration and Resolution of Disputes

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Management of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan 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.

14. Governing Language

The language of this Contract shall be in English.

15. Applicable Law

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

16. It Is Reiterated That

- The contract shall be for a period of one year from the date of issuance of award and extendable for 03 months further or earlier till the completion of next contract for the year 2022-2023.
- The supplier will ensure quality and quantity of gases and provide certificate on each delivery invoice that the supplies are according to the specification and standard temperature and pressure.
- The supplier will have to supply the gases on credit basis as and when required during the contract period.
- The contractor will have to ensure the prompt supply of gases to the Hospital as the gases are lifesaving and of emergency nature. The contractor cannot stop supply by its own and will be responsible in case of any breakdown of supply of gases.
- Repair of Cylinders and replacement of valves etc. will be required on work order by the competent authority and no bill will be entertained without it.
- The company will provide a certificate giving in detail of parts replaced and the repair carried out along with guarantee /warranty period (one year)
- The replaced part/parts will be returned to the Hospital.
- Inspection of repaired items will be conducted by inspection committee of the Hospital to the entire satisfaction of the end-user.
- Samples of valves and spindles must be approved before the finalization of acceptance of rates for the supply of medical gases for the year 2022-23.
- The Hospital authority is competent to amend/delete and add any clause of the contract as and when required in the interest of the public and institution on mutual understanding with the contractor.
- Any installation if required will be provided by the company on free of cost basis to the entire satisfaction of the indenting officer.
- The Management of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan is competent to cancel the contract at any stage after serving the one-month advance notice, however in case of serious irregularity on the part of the firm which caused loss to the Hospital, the contract will be liable to be cancelled with immediate effect and security partially or fully will be forfeited as deemed suitable by the Management of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan.

The medical gases will be procured as and when required by the Hospital on daily basis.

17. Provision of validated calibration charts for supply of liquid gas via vehicles.

The firm is hereby directed to provide validated calibration charts as per international standards for each vehicle to supply the liquid gas. In addition, the firm will acknowledge this provision of chart on judicial stamp paper of worth RS.100/- along with submission of bid. Moreover, if procuring agency find any discrepancy in the readings of provided charts as per international standards at any stage then the said agency have right to take action under rules.

PREPARATION AND SUBMISSION OF BIDS

I. Language of Bid

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the

Bid, the translation shall govern.

2. Contents of the Bid

The bid shall comprise the following contents:

- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and
 - (d) Bid Security, if any furnished in accordance with instruction to bidders.
- 3 Bid Form & Price Schedule The bidder shall complete the Bid Form and an appropriate Price . Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.

3. Bid Prices:

- i. The bidder shall indicate on the appropriate Price Schedule the unit prices of the goods, it proposes to supply under the Contract. Ly
- ii. Form of price Schedule is to be filled in very carefully typed. Every page is to be signed and stamped at the bottom. Any erasing/cutting may lead to the cancellation of the bid.
- iii. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
- iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- v. Prices offered should be for the one year from the date of issuance of award and extendable for three months. Conditional offer shall also be considered as non-responsive.
- vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

4. NO OFFER SHALL BE CONSIDERED IF: -

- I. Received without earnest money.
- II. Received after the last date and time of the receipt
- III. The tender is unsigned.
- IV. The tender is ambiguous.
- V. It is conditional.
- VI. It is from a firm, which is black listed or suspended by the Government of the Punjab.
- VII. It is received by telegram
- VIII. The offer for store is not conforming to specifications indicated in the tender inquiry
- IX. The firms must quote their offers on the prescribed tender form or on their letter head, according to the serial number of the tender inquiry.
- X. Tenders should be addressed to the Medical Superintendent, Sheikh Zayed Hospital, Rahim Yar Khan.
- XI. The firms should quote their rates inclusive of all prevailing taxes both in words as well as in figures.
- XII. No over writing, cutting, crossing etc, appearing in the offer is acceptable. Moreover, all pages of the tender document must also be individually signed.
- XIII. All documents should be authenticated/ certified (sealed and signed) by the quoting firm.

5. **Bid currencies:** Prices should be quoted in Pak Rupees.

6. Documents Establishing bidder's Eligibility and Qualification

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. bidders who
 - a. agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - b. Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

7. Format and Signing of Bid:

The bidder shall prepare and submit its bid along with original purchase receipt. 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. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

SUBMISSION OF BIDS

1. Sealing and Marking of Bids

The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and eligible letters to avoid confusion. The inner and outer envelopes shall be sealed and:

- a) be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
- b) Bear the name and number indicated in the Invitation for Bids.
- c) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
- d) If the outer as well as inner envelopes are not sealed and marked as per instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

2. Deadline for Submission of Bids

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, no later than the time and date specified in the invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

3. Late bid

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder

4. Withdrawal of Bids

The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

OPENING AND EVALUATION OF BIDS

a) Opening of Bids

- i. The Procuring Agency shall initially open only the envelope marked “TECHNICAL PROPOSAL” in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet as evidence of their presence. However, the sealed envelope marked as “FINANCIAL

PROPOSAL” shall be retained in the custody of Procuring Agency without being opened and till completion of the technical evaluation process.

- ii. The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
- iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

b) Clarification of Bids

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

C) Preliminary Examination

- iv. 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.
- v. The Documentary evidence of the bidder's eligibility to the procuring agency satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
- vi. The documentary evidence (to be submitted along with technical proposal) of the bidder’s qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency’s satisfaction:
 - ✓ In case of Manufacturer documentary proof including authority letter/manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
 - ✓ National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
 - ✓ The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - ✓ The bidder should have minimum one-year experience in the market. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the last one year. Documentary proof shall have to be provided in this regard.
 - ✓ The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - ✓ The bidder shall provide a list of plant, major machinery and equipment installed in the factory.

4. The Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.
- ii. The documentary evidence of the eligibility of the goods as per standards should also be provided.

5-Bid Security

With reference to supply of medical gases a bid security of 2% of the estimated cost of total quoted bid value as a CDR / bank guarantee in the name of Medical Superintendent, Sheikh Zayed Hospital, Rahim Yar Khan.

6 Bid Validity

- ✓ Bids shall remain valid for the period of 180 days after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by Procuring Agency as non-responsive.
- ✓ In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ✓ The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- ✓ Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Drugs Act, Taxes & Duties and GMP practices shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- ✓ 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.

EVALUATION OF BIDS

- 1) The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- 2) The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, inspection of plant/ factory / premises (if found necessary), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- 3) All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- 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.

- 5) Inspection Criteria of Premises visit is Mandatory, the company which will qualify this criteria on will be eligible for technical evaluation. Performa of Premises visit & technical evaluation is hereby attached.
- 6) In case of poor past performance of company with the Sheikh Zayed Medical College/Hospital, Rahim Yar Khan the company may be disqualified, based on the decision of the concerned authority.
- 7) The firm must give the specification of the items offered without the rates for technical evaluation.

THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UNNECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.

- i) After technical evaluation is completed, the financial proposals will be opened. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

Contacting the Procuring Agency

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

Qualification & disqualification of bidders

The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

Rejection of Bids

The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

Re-Bidding

if the Procuring Agency rejects all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 59 of the Punjab Procurement Rules-2014, The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

Announcement of Evaluation Report: The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT / NOTIFICATION OF AWARD

i. Acceptance of Bid and Award criteria

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

ii. Procuring Agency's right to vary quantities in case of emergency

The Procuring Agency reserves the right at the time of Contract to issue supply order of the quantity as and when required for use in the Hospital which the firm will be bound to supply as per terms and conditions mentioned in the supply order on day to day basis keeping in view the storage capacity of the Hospital.

iii. Limitations on negotiations

Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.

As guidance only, negotiations may normally relate to the following areas:

- minor alterations to technical details, such as the terms of reference.
- minor amendments to the Special Conditions of Contract;
- finalizing the payment arrangements;
- mobilization arrangements;
- agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency.
- inputs required from the procuring agency;
- clarifying details that were not apparent or could not be finalized at the time of bidding;

Negotiations shall not be used to:

- substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods,
- substantially alter the terms and conditions of Contract;
- reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

Notification of Award

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

Purchase Order: -

- i. Procuring Agency shall ask for supply of medical gases on day-to-day basis even on Sunday and gazetted holidays. Supply can also be asked by the Procuring Agency at any time during emergency. If the successful bidder fails to comply with the supply order then the firm shall be blacklisted minimum for two years and the bid security be forfeited. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

CORRUPT OR FRAUDULENT PRACTICES

- a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines. for the purposes of this provision, the terms set forth below as follows:
- b. **“corrupt practice”** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
- c. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- d. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- e. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

MEDICAL SUPERINTENDENT

Sheikh Zayed Hospital
Rahim Yar Khan.

Bidder's Signature and Stamp

Name: - _____ Designation: - _____

CNIC No. _____ Address: - _____

Phone Office _____ Mobile No. _____

Email Address _____

Note: All Assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules 2014 with all amendments notified on 13 January, 2014.

SECTION-III

Bid Evaluation Criteria

ELIGIBILITY CRITERIA OF BIDDER

Bidder must have to fill this form carefully and attach the relevant documents just along-with this form in the same sequence as prescribed in the bid form. This criterion will describe the eligibility of bidder failing which bidder will be disqualified and no document will be received later on.

Name of the Firm ----- Name of Tender -----

Date of Opening of Bid -----

A. Liquid oxygen Medical Gas

Sr. #	Detail
01	Original Cash Receipt Rs. 1000/-
02	Attested Copy of N.I.C. copy
03	Call Deposit 2% of the estimated prices (Mentioned in the Schedule of Requirement) of quoted items in the shape of CDR
04	Registration with FBR/ Copy of NTN certificate
05	Copy of Sale Tax Registration
06	Professional Tax
07	Experience Certificate / Performance certificate
08	Financial Statement / Bank Statement of the bidder (last 03 years)
09	Acceptance of terms & conditions. (Attach terms & conditions duly Stamped & Signed.)
10	An Affidavit on legal stamp paper of Rs. 100/- bearing the following wording:-The firm is never blacklisted on any grounds whatsoever & abide by all tender terms and conditions.
11	Price Reasonable Certificate
12	Plant Registration Certificate / Manufacturing Lic. (mandatory)
13	Documentary proof / undertaking in the form of affidavit regarding minimum one year experience of the bidder related to supply of medical gases
14	Installation of VIE (Vacuum Insulated Evaporator) tank in case of Award of Contract within stipulated delivery period. (Firm will be bound to sustain uninterrupted supply chain of liquid gas. Capacity of tanks may be enhanced if required and firm will be bound to provide tanks accordingly and charges of installation will be beard by firm.

Note: - Copies of all the documents mentioned above must be attached with this list.

B. CYLINDER BASED MEDICAL GASES

Sr. #	Detail
01	Original Cash Receipt Rs. 1000/-
02	Attested Copy of N.I.C. copy
03	Call Deposit 2% of the estimated prices (Mentioned in the Schedule of Requirement) of quoted items in the shape of CDR
04	Registration with FBR/ Copy of NTN certificate
05	Copy of Sale Tax Registration
06	Professional Tax
07	Experience Certificate / Performance certificate
08	Financial Statement / Bank Statement of the bidder (last one years)
09	Acceptance of terms & conditions. (Attach terms & conditions duly Stamped & Signed.)
10	An Affidavit on legal stamp paper of Rs. 100/- bearing the following wording:-The firm is never blacklisted on any grounds whatsoever & abide by all tender terms and conditions.
11	Price Reasonable Certificate
12	Existence as legal entity/ registered as a company
13	Hydraulic Testing of Cylinders of Compressed Medical Gases
14	Documentary proof / undertaking in the form of affidavit regarding minimum one year experience of the bidder related to supply of medical gases

BID EVALUATION CRITERIA

Sr	Subject	Requirement
1	Nationality	Registered office in Pakistan
2	Existence as legal Entity/Registered as a company under partnership act 1932	Registration Certificate
3	History of Non-Performing contracts	Non-Performance of a contract did not occur within last three years, prior to the deadline for application submission based on all information on fully settled dispute or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted
4	Financial Statements	Financial Statements shall be submitted for last 3 financial years of the firm. (or since inception incase firm was established during last 3 years)
5	Financial Qualification	Annual Revenue should not be less than 100 Million PKR for last 3 years. Revenue will be validated through Audited Financial Statement
6	Experience of Providing service of similar nature	Participation as supplies of medical gases to similar nature and size in last 5 years (including both ongoing and completed projects). The similarity shall be based on physical size, complexity, methods/technology or other characteristics as described in Section V, Scope of Services. The total value of these projects should be at-least 100 Million PKR
8	Plant Production Capability	Firm Shall explain its production capability, should be matched with the selected number of Hospital requirement
9	Standards of Production / Manufacturing	Firm Shall explain the standards being followed by them for productions
10	Plant/Production Facility Evaluation	<p>1.Checking installation of online analyzers with control to plant shut off in case of low product quality.</p> <p>2.Checking Analyzer Calibration Mechanism.</p> <p>3.Checking Pharmacovigilance mechanism devised to control record and report impurities as pharmacopeia in plant storage</p>

Sr	Subject	Requirement
11	Logistics / Distribution of Product Evaluation	<p>Evaluation of product carrying Capacity, the total capacity for carrying medical gases will be evaluation with respect to total monthly requirement of Hospitals for medical gases included in prequalification.</p> <p>2.Pre and post tanker filling quality check mechanism (Certificate of conformity) to ensure delivery of quality medical gases to storage at customer end.</p> <p>3. Transport tracking facility for reliable supply scheduling and tracking</p>
12	On site Customer Sites installation of storage for medical gases evaluation	<ol style="list-style-type: none"> 1. Assessment of safety measures/ Mechanism installation of storage for Company, adhere to for ensuring safe Medical Gases Evaluation operations of equipment deployed. 2. Current Customer installation or future compliance to HTM, with minimum requirement for following: <ol style="list-style-type: none"> a. Correctly/right sized VIE. b. Vaporizer of appropriate/ respective size to VIE size. c. The VIE control equipment to control the pressure and flow of gas to the pipeline. d. Alarm System for VIE content, VIE low and high pressure, Line low and high Pressure. 3. Preventive Maintenance Mechanism for installation at customer site to ensure consistent product quality storage. 4. Availability of Online inventory mechanism (telemetry).

SECTION-IV

Schedule of Requirement

SCHEDULE OF REQUIREMENT / SUPPLIES

The supplies shall be made to the Hospital on daily basis as per requirement even on Sunday and Gazetted Holidays.

Penalty	In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies which may lead to the blacklisting of the firm.
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CERTIFICATE

1. We hereby confirm to have read carefully all the terms and condition.
2. We agree to abide by all these instructions and conditions.
3. We also hereby categorically confirm that the stores offered by us are of the particulars and specifications as laid down in your tender enquiry
4. We accept that if the required earnest money is not furnished or any offer is found lacking in any of the requirements of your tender enquiry the offer may be ignored.
5. We hereby confirm to the delivery period mentioned in the supply orders which would be the essence of the contract and which will be strictly adhered to by us.
6. In case of failure we agree unconditionally to accept the recovery of the liquated damages on belated supplies.
7. Certified that the prices charged/quoted against current tender of Sheikh Zayed Medical College/Hospital, Rahim Yar Khan are not more than the prices charged from any other purchasing agency in the period of the contract. In case of any discrepancy, the firm hereby undertakes to refund the prices charged in excess as and when asked to do so.
8. Certified that the offer is in accordance with the instruction to bidder as per PPRA 2014 given along with the tender enquiry.

Sr.	Name of Item	Estimated Cost Per Unit Rs.	Total Estimated Quantity Required	2% of the Estimated total cost (Required for Bid Security)
A- Liquid Oxygen Medical Gas				
01	Liquid Oxygen Medical Gas (Cubic Meter) with delivery charges	81.75/M ³	1920000/M ³	3139200.00
B- Cylinder Based Medical Gas				
2	Oxygen Gas Cylinder 48 Cft.	250/Cylinder	4200 Cylinders	21000.00
4	Oxygen Gas Cylinder 98 Cft	375/Cylinder	120 Cylinders	900.00
5	Oxygen Gas Cylinder 240 Cft.	550/Cylinder	24000 Cylinders	264000.00
6	Nitrous Oxide 16200 (Ltr.)	11800/Cylinder	240 Cylinders	56640.00
7	Nitrogen 240 Cft.	700/Cylinder	120 Cylinders	1680.00
8	Carbon Dioxide 240 Cft. (20Kg.)	1400/Cylinder	120 Cylinders	3360.00

- The supplies shall be made to the Hospital on daily basis as per requirement even on Sunday and Gazetted Holidays.
- In case the contractor / supplier firm fails to adhere the delivery schedule then, its status will be considered blacklisted until and unless, the firm provides genuine reasons for delay in the supplies which may lead to the blacklisting of the firm.
- The successful bidder will provide gas cylinders on loan basis (free of cost) as per requirement of hospital.

MEDICAL SUPERINTENDENT

Sheikh Zayed Hospital

Rahim Yar Khan

NAME OF THE TENDERER _____ SIGNATURE _____

POSTAL ADDRESS _____

TELEPHONE NO. _____ NIC NUMBER _____

N.T.NUMBER _____ SALES TAX NO. _____

Please attached the following without which the tender offer will not be acceptable.: -

9. COMPUTERISED NATIONAL IDENTITY CARD INCOME TAX CERTIFICATE
10. SALES TAX CERTIFICATE.
11. PROFILE OF THE COMPANY