

# BIDDING DOCUMENTS

PROCUREMENT OF  
**MEDICAL GASES**  
FOR FINANCIAL YEAR 2021-22



**RAWALPINDI INSTITUTE OF CARDIOLOGY**  
**RAWAL ROAD, RAWALPINDI**

Phone No: 051-9281111-20

Fax No: 051-9281357

E-Mail: [purchaseric272@gmail.com](mailto:purchaseric272@gmail.com)

**CHECK LIST**

<b>S #</b>	<b>DETAIL</b>	<b>YES / NO</b>	<b>PAGE #</b>
<b><u>KNOCK OUT CLAUSES</u></b>			
1	Original receipt for purchase of tender		
2	Valid National ID Card (NADRA)		
3	Company profile (Name, Address, Tel No)		
4	Acceptance of terms and condition of tender documents duly signed and stamped		
5	Min ONE year' experience in supplies to Government / Autonomous institutions		
6	An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever from Government / Autonomous institutions		
7	Price should not be mentioned on technical bid, if mentioned, bid will be cancelled		
9	Valid National Tax Number		
10	Valid General Sale Tax certificate		
11	Valid Professional Tax certificate		
13	Bid security 2% of the estimated price (Rs.1,200,000/-) in the shape of fresh CDR in the name of Executive Director, Rawalpindi Institute of Cardiology, Rawalpindi.		
<b><u>GENERAL CLAUSES</u></b>			
1	Detail of staff / profile of company		
2	Supply orders detail over last one year (minimum) from Government organization / Autonomous institutions.		
3	An affidavit on stamp paper of Rs.20/- that the bidder shall provide Medical gases to Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi as per Demand / Orders.		

**INVITATION FOR BIDS****RAWALPINDI INSTITUTE OF CARDIOLOGY RAWAL ROAD, RAWALPINDI****REFERENCE NO: RIC/PO/6233/21, DATED 29-07-2021**

The Rawalpindi Institute of Cardiology invites sealed bids from the eligible bidders for supply of material to meet the requirement of Rawalpindi Institute of Cardiology. Detailed description and quantities of material are given in the Bidding Documents.

Interested eligible bidders may get the Bidding Documents at the address mentioned below on submission of written application along with payment of non-refundable fee of Rs. 1000/- . Bidding Documents shall be issued immediately after publishing up to **13-07-2021** during office hours. However, a copy of the Bidding Documents is also available for information only on the websites of Punjab Procurement Regulatory Authority ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and [www.ric.gop.pk](http://www.ric.gop.pk) until the closing date for the submission of bids.

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per PPRA Rule 2014 (amended 2016)

Bids must be delivered to the address below at or before **11:00 am on 15-07-2021** Bid security of 2% of the estimated price (Rs.1,200,000/-) in the shape of CDR / Bank Guarantee should be **attached with the financial bid**. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at **11:30 am on 15-07-2021**. The Bidders are requested to give their best and final prices.

**Executive Director**  
**Rawalpindi Institute of Cardiology**  
**Rawal Road, Rawalpindi**

**BID DATA SHEET**

ITB Ref	Descripti	Detail
N/A	Bid reference number	<b>RIC/PO/6233/21 DATED 29-07-2021</b>
N/A	Commencement of sale of Bidding Document	After one days of publishing of advertisement in newspaper.
N/A	Last date of sale of Bidding Document	<b>13-07-2021, 02:00 pm</b>
ITB Clause 24	Last date and time for the receipt of bidding	<b>15-07-2021, 11:00 am</b>
N/A	Pre-bid meeting date, time and venue	<b>10-07-2021, 11:00 am</b> at Purchase Office RIC, Rawalpindi
ITB Clause 27	Date, time and venue of opening of technical Bids	<b>15-07-2021, 11:30 am</b> At Purchase office RIC, Rawalpindi
ITB Clause 16	Bid currency	PKR
ITB Clause 13	Language of bid	English or Urdu
ITB Clause 20	Amount of bid security	2% of the estimated price <b>(Rs.1,200,000/-)</b>
ITB Clause 21	Bid validity period	90 Days
ITB Clause 09	Bidding procedure	Single stage – Two Envelop procedure
ITB Clause 27	Address for communication:  <b>Executive Director</b> <b>Rawalpindi Institute of Cardiology</b> <b>Rawal Road, Rawalpindi</b>	

**INSTRUCTIONS TO BIDDERS**

- Source of Funds:** The Government of Punjab, Health Department has allocated funds for the purchase of medical gases to the individual institution under their relevant Head of Account which will be utilized by Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi for the purchase of medical gases during the financial year **2021-22**. Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi intends to fix the price / conclude the contract for the supply of medical gases on Free Delivery to Consignee's end basis directly to Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi
- Eligible bidders:** This Invitation for Bids is open to all manufacturers having income tax/sale tax registered for supply of medical gases on Free Delivery to Consignee's end basis. **The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan.** The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
- Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "**Goods**" includes any Goods that are the subject of this Invitation for Bids and the term "**Services**" shall include related services such as transportation, insurance etc. The "**origin**" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 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.

**NOTE: List of required items with specifications is attached.**

## THE BIDDING DOCUMENTS

### 5. Content of Bidding Documents

- i. The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents shall include:-
  - a) Instructions to bidders;
  - b) General Conditions of Contract;
  - c) Special Conditions of Contract;
  - d) Schedule of Requirements;
  - e) Technical Specifications;
  - f) Manufacturer's Authorization Form;
  - g) Performance Guaranty Form;
- ii. The "**Invitation for Bids**" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
- iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
- iv. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

6. **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 ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

7. **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.

## **PREPARATION OF BIDS**

8. **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.

9. **Documents Comprising the Bid:** The bid shall comprise the following components:

- (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 @ 2% of the estimated price (Rs.1,200,000/-)** in the shape of Call Deposit (Fresh CDR) / Bank Guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology, Rawal Road, Rawalpindi to be **submitted with financial offer**.

- 10. 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.
- 11. Bid Prices:**
- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
  - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration /correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.
  - iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of 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 entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
  - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- 12. Bid currencies:** Prices shall be quoted in Pak Rupees.
- 13. Documents Establishing bidder's Eligibility and Qualification**
- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
  - ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
  - iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
    - (a) (b) 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.
    - (c) 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.
    - (d) 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.
    - (e) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
    - (f) The bidder must indicate the registration number, make of country of origin / Manufacturer of the medical gases, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP / CGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
    - (g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported medical gases, the profile / credentials of the foreign Manufacturer in the respective foreign country shall be provided along with bid.
- 14. Documents Establishing Good's Eligibility and Conformity Bidding Documents:**
- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

- ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.

15. **Bid Security @ 2% of estimated price (Rs.1,200,000/-)** in the shape of Call Deposit (Fresh CDR) / Bank Guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology Rawalpindi from any schedule bank shall be furnished by the bidder **along with financial offer**.

#### 16. Bid Validity

- i. Bids shall remain valid for the period of **Three (3) Months** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. bidders who,-
  - (a) Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - (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).

#### 17. Format and Signing of Bid:

- i. 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.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

### SUBMISSION OF BIDS

#### 18. Sealing and Marking of Bids

- i. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
- ii. Be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
- iii. Bear the name and number indicated in the Invitation for Bids.
- iv. 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".
- v. If the outer as well as inner envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.

#### 19. 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, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with 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.

- 20. 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
- 21. 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**

### **22. 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 evidencing their attendance. However, the envelope marked as **“FINANCIAL PROPOSAL”** if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
  - ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
  - iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).
- 23. 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

### **24. Preliminary Examination**

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

### **25. Evaluation & Comparison of Bids**

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), 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.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

## 26. Evaluation Criteria:

- i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, inspection of plant / factory /premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the **TECHNICAL PROPOSALS**. The number of points allocated to each factor shall be specified in the Evaluation Report.

### Evaluation Criteria Medical gases:

Name of Firm: \_\_\_\_\_

S#	Parameters	Detail	Marks	Remarks																		
1	Bidder's Past Performance (Last one year) As per Bid Form 4	Major institutions served: <table border="1"> <tr> <td>i.</td> <td>No institution served</td> <td>0</td> </tr> <tr> <td>ii.</td> <td>1</td> <td>5</td> </tr> <tr> <td>iii.</td> <td>2 to 3</td> <td>10</td> </tr> <tr> <td>iv.</td> <td>4 to 5</td> <td>15</td> </tr> <tr> <td>v.</td> <td>6 to 7</td> <td>20</td> </tr> <tr> <td>vi.</td> <td>8 and above</td> <td>25</td> </tr> </table>	i.	No institution served	0	ii.	1	5	iii.	2 to 3	10	iv.	4 to 5	15	v.	6 to 7	20	vi.	8 and above	25	25	Institutions include Government departments and autonomous departments. Submit supply orders
i.	No institution served	0																				
ii.	1	5																				
iii.	2 to 3	10																				
iv.	4 to 5	15																				
v.	6 to 7	20																				
vi.	8 and above	25																				
2	Bidder's Market experience in quoted items	<table border="1"> <tr> <td>i.</td> <td>&lt;5 years</td> <td>0</td> </tr> <tr> <td></td> <td>5-6 years</td> <td>8</td> </tr> <tr> <td>ii.</td> <td>6-8 year</td> <td>15</td> </tr> <tr> <td>iii.</td> <td>Above 8 years</td> <td>25</td> </tr> </table>	i.	<5 years	0		5-6 years	8	ii.	6-8 year	15	iii.	Above 8 years	25	25	Bidders having less than 5 years experiences are ineligible. Provide evidence of no of years in business						
i.	<5 years	0																				
	5-6 years	8																				
ii.	6-8 year	15																				
iii.	Above 8 years	25																				
3	Registration and financial status	<table border="1"> <tr> <td>i.</td> <td>Last year's audited balance sheet</td> <td>7</td> </tr> <tr> <td>ii.</td> <td>Tax returns (last 3 years)</td> <td>8</td> </tr> <tr> <td>iii.</td> <td>Bank Certificate</td> <td>10</td> </tr> </table>	i.	Last year's audited balance sheet	7	ii.	Tax returns (last 3 years)	8	iii.	Bank Certificate	10	25	Bidder can provide more than one Bank certificates showing good financial status									
i.	Last year's audited balance sheet	7																				
ii.	Tax returns (last 3 years)	8																				
iii.	Bank Certificate	10																				
4	Company Profile	<table border="1"> <tr> <td>i.</td> <td>Technical staff</td> <td>7</td> </tr> <tr> <td>ii.</td> <td>Plants</td> <td>8</td> </tr> <tr> <td>iii.</td> <td>Transport vehicles</td> <td>10</td> </tr> </table>	i.	Technical staff	7	ii.	Plants	8	iii.	Transport vehicles	10	25										
i.	Technical staff	7																				
ii.	Plants	8																				
iii.	Transport vehicles	10																				

<sup>2</sup> The Bank will certify about the Bidder's financial worth, liquidity status, reputation and that they have never defaulted in financial transactions and letter of credits (LCs).

**Total marks: 100**

**Total marks Obtained:**

**Qualifying marks 60%**



- i) 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. **THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.**
  - ii) After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is **60%** or were considered non responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
  - iii) 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.
- 27. 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.
- 28. 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.
- 29. Rejection of Bids:**
- (1) The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
  - (2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
  - (3) The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
  - (4) The bidders shall be promptly informed about the rejection of the bids, if any.
  - (5) A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.
- 30. Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under 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.
- 31. Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

## AWARD OF CONTRACT

- 32. 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.
- 33. Procuring Agency's right to vary quantities at time of award**  
The Procuring Agency reserves the right at the time of Contract's award to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

**34. 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.

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

- Minor alterations to technical details, such as the terms of reference, the scope of work, the specification or drawings;
- 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;
- The proposed methodology or staffing;
- Inputs required from the procuring agency;
- Clarifying details that were not apparent or could not be finalized at the time of bidding;
- The bidder's tax liability in Pakistan, if the bidder is a foreign company.
- 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;
  - Reduce work inputs solely to meet the budget; or
  - Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

**35. Notification of Award**

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

**36. Signing of Contract**

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

**37. Performance Guaranty/ Security**

- i. On the date of signing of Contract, the successful bidder shall furnish the Performance Guaranty / Security in accordance with the Conditions of Contract, in the Performance Guaranty / Security Form provided in the bidding documents.
- 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.

**38. Corrupt or Fraudulent Practices**

- (a) The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:

- i. **“corrupt practice”** means the offering, giving, receiving or soliciting of 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 Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

## **GENERAL CONDITIONS OF CONTRACT**

- 1) **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
  - i) **“The Contract”** means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - ii) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - iii) **“The Goods”** means medical gases.
  - iv) **“The Services”** means those services ancillary to the supply of goods, such as Medical gases
  - v) **“The Procuring Agency”** means the Executive Director, Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi
  - vi) **“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.
- 5) **Use of Contract Documents and Information**
  - i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
  - ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
  - iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
  - iv) The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.
- 6) **Patent Rights:** The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7) **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
- 8) **Inspections and 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. For the purpose of inspections and tests of Medical gases Materials, the Supplier shall inform the Rawalpindi Institute of Cardiology Rawalpindi at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection. The inspection team

from Rawalpindi Institute of Cardiology Rawalpindi shall inspect the quantity, specifications of goods. The Supplier shall furnish all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer / Supplier.

- iii. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Consignee's destinations 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 prior to the goods shipment from the manufacturing point.
  - iv. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
  - v. The inspection committee constituted by the Consignee shall inspect the quantity, specifications of goods. The cost of the lab tests shall be borne by the Supplier.
  - vi. 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 / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
  - vii. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
  - viii. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 9) **Physical examination of medical gases**
- i) The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.
  - 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. Replacement in lieu of the rejected supplies must be completed within **20** days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.
- 10) **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.
- 11) **Insurance:** The goods supplied under the Contract shall be delivered duty paid.
- 12) **Transportation:** The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered in Rawalpindi Institute of Cardiology, Rawal Road, Rawalpindi on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
- 13) **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.
- 14) **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.
- 15) **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.
- 16) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.
- 17) **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

- 18) **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 Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 19) **Penalties/liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. 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.
- 20) **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
- 21) **Force Majeure:** Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Health Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 22) **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.
- 23) **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The 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
- 24) **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.

25) **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

26) **Notices**

- i) 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.
- ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later

**SPECIAL CONDITION OF CONTRACT**

1. **Definitions** In this Contract, the following terms shall be interpreted as indicated against each;
  - a. **"The Contract"** means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. 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 from that origin / country as indicated under general conditions of the contract.
3. **Bid Security.** 2% of the estimated price (**Rs.1,200,000/-**) in the shape of Call Deposit (CDR) / Bank Guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology, Rawalpindi to be submitted **with financial bid.**
4. **Performance Guaranty/ Security:** After signing of contract, the successful bidder shall furnish the Performance Guaranty/Security equivalent to **5%** of the total Contract amount in the shape of CDR / Bank Guarantee in the name of Executive Director, Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.
5. **Inspection and Tests:** Inspection of medical gases at final acceptance shall be in accordance with the conditions of contract. After delivery at Rawalpindi Institute of Cardiology, Rawal Road, Rawalpindi, the goods shall be inspected /examined by the Inspection Committee, Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi to physically check the goods in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery Challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.
6. **Delivery and documents:** The Supplier shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
  - i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity.
  - ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be made, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
  - iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
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.
  - a. The bidder shall supply Medical gases as per tender requirement in commercial packing along with complete literature (Leaflet) and with Logo of the Government of Punjab. In case, the packing requirements are not fulfilled, the 30% of total cost shall be deducted from the payment of the contractor / supplier firm.
  - b. If the Supplier / bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.

**9. Payment**

**A.** The Payment shall be in Pak Rupees.

**B.** The payment shall be made to the Supplier on receipt of original delivery Challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.

**C.** The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.

**10. Penalties/ Liquidated Damages**

**a.** In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year. Onus of proof of innocence shall be on the supplier.

**b.** In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 2% per month, 0.067% per day** of the cost of late delivered supply shall be imposed upon the Supplier.

**11. 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 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.

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

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

**Notices**

**Supplier's address for notice purpose**  
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**Executive Director  
Rawalpindi Institute of Cardiology  
Rawalpindi**

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

**PERFORMANCE GUARANTY/ SECURITY FORM (CDR)**

To: *[Executive Director, Rawalpindi Institute of Cardiology, Rawalpindi]*  
 \_\_\_\_\_

Whereas M/S \_\_\_\_\_ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to supply medical gases (hereinafter called "the Contract"). And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you CDR/ Bank Guarantee, issued by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

Name of the bidder \_\_\_\_\_  
 Father, s Name \_\_\_\_\_  
 Address of bidder / Firm \_\_\_\_\_  
 NIC # \_\_\_\_\_  
 Designation. \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Stamp \_\_\_\_\_

**MANUFACTURER'S AUTHORIZATION FORM**

To: *[name of 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 Supplier]* to submit a bid, and subsequently negotiate and sign the Contract with you against No. *[reference of the Invitation to Bid]* for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. *[Signature for and on behalf of Manufacturer]*

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



**CONTRACT FORM**

**THIS CONTRACT** is made at -----on----- day of----- 2021, between the Executive Director Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

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

**NOW THIS CONTRACT 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*
  - f. *Purchase Order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
7. [*The Supplier*] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [*The Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, [*The Supplier*] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [*The Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. **The 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 medical gases supplied will be checked by the concerned hospital through inspection committee notified by the concerned Executive Directors.
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 of medical gases to the end users as per demand throughout the contract period.
18. The seller shall have to supply such quantity as ordered.
19. 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.
20. Payment will be made by the end users as per rules after completion of all codal formalities.
21. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.
22. This contract agreement shall remain valid till 30<sup>th</sup> June, 2022
23. 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 \_\_\_\_\_ (the place) and shall enter into force on the day, month and year first above mentioned.

Medical Superintendent  
Rawalpindi Institute of Cardiology  
Rawalpindi

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**Witnesses of Procuring Agency:**

**Witnesses:**

Signature \_\_\_\_\_  
CNIC# \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC# \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**BID FORM**

Date: \_\_\_\_\_

No. \_\_\_\_\_

To: \_\_\_\_\_ [Name and address of Procuring Agency]

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

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall furnish performance guarantee / security in the shape of call deposit (CDR) / Bank Guarantee equivalent to 5% of the total contract amount. The CDR / Bank Guarantee shall be in the Name of Executive Director, Rawalpindi Institute of Cardiology, Rawalpindi. We agree to abide by this bid for a period of **03 months** from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

Name and address ----- Amount -----

(If none, state "none")."

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature (in the capacity of) duly authorized to sign bid for and on behalf of.

Attachment

**PRICE SCHEDULE FOR MEDICAL GASES IN PAK RUPEES**

Name of bidder \_\_\_\_\_

No. \_\_\_\_\_

Sr. No.	Item	Accounting Unit	Quantity Required	Unit Price	Total Cost

**Sign and Stamp of bidder** \_\_\_\_\_**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.**SCHEDULE OF REQUIREMENT  
FOR MEDICAL GASES**

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

MODE OF PENALTY	100% QUANTITY AS PER PURCHASE ORDER	TOTAL DELIVERY PERIOD
WITHOUT PENALTY	30 days	30 Days
WITH PENALTY At the rate of 2% per month 0.067% per day after 30 days of Purchase Order	30 Days	45 Days

**DEMAND FOR ANNUAL TENDER OF MEDICAL GASES FOR THE FINANCIAL  
YEAR 2021-22**

**Note:**

- PST applicable as per rules.
- RIC is exempt from GST.

**1. Liquid Medical Oxygen (LMO)**

- LMO in M<sup>3</sup>
- Vessel Capacity: 3KL-6KL
- Configuration- Vertical
- Operating working pressure 8-12 bars
- Should have compact unit including vessel and vaporizer
- Vessel should be of standard material and technology keep in view of safety
- Dimension of Vessel-Vendors are requested to visit/Inspect the site so that the tank of requisite dimension can be provided by them to meet our requirement. Consumption approximately 10-12 D type cylinders
- Purity-99-99.9%
- Medical grade
- Certified safe for human use
- Should not cause any damage to gas pipeline, anesthesia machine and ventilators
- Should have content indicator and preferably low liquid level alarm with safety system in case of emergency/un-natural calamities
- Upstream System

**2. Compressed Medical Oxygen.**

- Medical grade I.P. 1996/Latest IP
- Certified safe for human use
- Purity 99-100%
- Refilling of cylinders at 2000 psi (compressed medical gases)
  
- Carbon monoxide less than 5 PPM
- Carbon-di-oxide not more than 300 PPM
- Free from halogen, polymer & oxidizing substance & moisture.
- Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.
- Cylinder 24 CFT
- Cylinder 48CFT
- cylinder 240 CFT

**3. Carbon -di-oxide.**

- Medical Graded Carbon-di-oxide.
- Cylinder 24 CFT
- Cylinder 48CFT
- Cylinder 240 CFT

**4. Helium**

- Medical Graded Helium
- Cylinder 1M<sup>3</sup>
- Cylinder 6M<sup>3</sup>

**5. Compressed Air**

- Medical Graded Air
- Cylinder 24 CFT
- Cylinder 48CFT
- Cylinder 240 CFT

**6. Nitrogen**

- Medical Graded Nitrogen
- Cylinder 24 CFT
- Cylinder 48CFT
- Cylinder 240 CFT

**7. Helium (Compressed) 99.0%**

- Medical Graded Helium Cylinder 1M<sup>3</sup>  
Volume 99 std liters 2200 PSIG

**8. Nitrous(Compressed)**

- Medical Graded Nitrous cylinder
- Cylinder 24 CFT
- Cylinder 48CFT
- Cylinder 240 CFT