



**BIDDING DOCUMENT**  
*Single Stage One Envelope Procedure*  
*(Frame Work Contract Basis)*

**SUPPLY OF MEDICAL GASES**

**(Ref. No. DUHS/DP/2020/111)**

**N.I.T No. DUHS/DP/2020/109-111 Dated: 5<sup>th</sup> June, 2020**

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# A: Instructions to Bidders. (ITB)

## INTRODUCTION

### 1. SOURCE OF FUND

- 1.1 The Dow University of Health Sciences, Karachi has allocated the funds for the eligible payments under the contract for which these bidding documents are issued.

### 2. ELIGIBLE BIDDERS

- 2.1. This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents / Importers / Bidders / Distributors.
- 2.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3. Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
- 2.4. Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with **clause 35**.

### 3. ELIGIBLE GOODS

- 3.1 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.
- 3.2 Goods of current production / model / series, suitable for Pakistani conditions and standards.

## **THE BIDDING PROCEDURE**

4. Single stage – one envelope procedure
  - 4.1 Bids shall be accepted under the single stage one envelope procedure defined in the SPP Rules 2010 (Amended till date) at Clause 46(1).
  - 4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.
  - 4.3 The Bids shall be evaluated in accordance with the specified evaluation criteria.

## **THE BIDDING DOCUMENTS**

5. CONTENTS OF BIDDING DOCUMENTS
  - 5.1 The Bidding Documents:  
In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:
    - i. Instructions to Bidders (ITB);
    - ii. General Conditions of Contract (GCC);
    - iii. Special Conditions of Contract (SCC);
    - iv. Schedule of Requirements;
    - v. Technical Specifications;
    - vi. Contract Form;
    - vii. Manufacturer's Authorization Form;
    - viii. Performance Guarantee Form;
    - ix. Bid Form; and
    - x. Price Schedule.
  - 5.2 In case of discrepancies between the Invitation for Bids (IFB) and the Bidding Documents, the Bidding Documents shall take precedence.
  - 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.
6. AMENDMENT OF BIDDING DOCUMENTS
  - 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
  - 6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing or by cable which will be binding on them.

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

## **PREPARATION OF BIDS**

### **7. LANGUAGE OF BID**

#### **7.1 Preparation of Bids**

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

### **8. DOCUMENTS COMPRISING THE BID**

#### **8.1 The bid prepared by the Bidder shall comprise the following:**

- (a) Bid Form;
- (b) Price Schedule;
- (c) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (d) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods as defined in clause-3 and conform to the bidding documents; and
- (e) Bid Security.

### **9. BID PRICES**

9.1 The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.

9.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

9.3 The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.

9.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.

9.5 Bidder if desire to offer any good on Free of Cost (FOC) basis, or as a Donation or as a Special Discount, he may clearly indicate so in the Bid Form and Price Schedule.

- 9.6 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:
- (a) Price Schedule For Goods offered from within the Purchaser's country:
    - (i) the unit price of the goods quoted on DDP basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;
    - (ii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Purchaser; and
    - (iii) the total price for the item.
  - (b) Price Schedule For Goods offered from outside the Purchaser's country:
    - (i) the unit price of the goods quoted C&F basis (Karachi Port), in the Purchaser's country;
    - (ii) the total price for the item.
- 9.7 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 9.8 If it is proved during the contract period that Bidder has supplied the contracted goods to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the contractor.

## 10. BID CURRENCIES

- 10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the purchaser's country (DDP Basis).

## 11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise

- produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) that the Bidder meets the evaluation & qualification criteria of bidding document.

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

- 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 12.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods; and
  - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.4 For purposes of the commentary to be furnished pursuant to ITB Clause 12.3(b) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### 13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.
- 13.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.3 The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity; or
  - (b) in the case of a successful Bidder, the Bidder fails:
    - (i) to sign the Contract; or
    - (ii) to complete the supplies in accordance with the General Conditions of Contract.

### 14. BID VALIDITY

- 14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2 The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons 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.
- 14.3 The Purchaser shall sign a Frame Work Contract with lowest evaluated responsive bidder(s), which will be valid for 12 Months.

### 15. ALTERNATIVE BIDS

- 15.1 Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer for any item. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are supposed to be rejected.



## **SUBMISSION OF BIDS**

### 16. SEALING AND MARKING OF BIDS

16.1 The envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) Bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
- (c) bear the purchaser's name and address i.e. Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.

16.2 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### 17. DEADLINE FOR SUBMISSION OF BIDS

17.1 Bids must be submitted by the bidders and received by the Purchaser at the specified address not later than the time and date specified in the Bid Data Sheet.

17.2 The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 18. LATE BID

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser shall not be entertained and returned unopened to the bidder.

### 19. WITHDRAWAL OF BIDS

19.1 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

## **OPENING AND EVALUATION OF BIDS**

### 20. OPENING OF BIDS BY THE PURCHASER

20.1 The Purchaser will open the bids in the presence of Bidders or their representatives who choose to be present at the time of bid opening on the date, time and place specified in the Bid Data Sheet. The bidders or their

representatives who are present shall sign the Attendance Sheet evidencing their attendance.

20.2 The bidders' names, item(s) for which they quoted their rate(s) and bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Purchaser, may consider appropriate, will be announced on the prescribed date, time and venue,

20.3 Any financial bid found without the prescribed bid security shall be straightaway rejected.

## 21. CLARIFICATION OF BIDS

21.1 During the process of evaluation of the bids, the Purchaser may ask a Bidder for any clarifications of its bid. The request for such clarifications and the response shall be in writing. However, no change in the quoted price or substance of the bid shall be sought, offered, or permitted.

## 22. PRELIMINARY EXAMINATION

22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.

22.2 Arithmetical errors in a financial bid will be rectified in the following manner:

(i) 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.

(ii) If there is a discrepancy between words and figures, the amount in words will prevail.

(iii) If the Bidder does not accept the correction of the errors, its bid will be rejected.

22.3 The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

## 23. EVALUATION & COMPARISON OF BIDS

23.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.

23.2 The bids will be evaluated on the basis of Prescribed Evaluation Criteria in this bidding document. However, the financial proposal will be evaluated on the basis of price inclusive of prevailing taxes and duties and bid Security, being major factor, without ignoring the other relevant conditions as well.

## 24. EVALUATION / QUALIFICATION CRITERIA

24.1 The bids shall be evaluated and compare on all the Items / Lot / Group / Package basis reflected in the Section G: Technical Specifications exclusively. Bids submitted for partial or limited items shall not be considered and rejected.

24.2 Based on the record / documentary evidence submitted by the bidders, each firm shall be technically evaluated as per following Evaluation / Qualification Criteria.

24.3 **Any Bid not meeting the mandatory requirements of evaluation criteria will be disqualified / rejected straight away and will not be considered for further evaluation.**

### 24.4 MANDATORY REQUIREMENTS

S#	Criteria / Parameters	Requirement
24.6.1	Compliance to the Technical Specifications	Mandatory
24.6.2	Valid Manufacturer Authorization in accordance with ITB Clause 11.1(a)	Mandatory
24.6.3	Attested copy of CNIC of signatory of the Bid Forms	Mandatory
24.6.4	Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions	Mandatory
24.6.5	Compliance to bid validity period	Mandatory
24.6.6	Compliance to payment terms and conditions	Mandatory
24.6.7	Compliance to the delivery schedule	Mandatory
24.6.8	Valid Sales Services Tax (SST-SRB) Registration with Active Tax payer status on SRB website ( <i>for providing services</i> )  <b>and / or</b> Valid General Sales Tax (GST-FBR) Registration with Active Tax Payer Status on FBR website ( <i>for supply of goods</i> )	Mandatory
24.6.9	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website	Mandatory
24.6.10	Original Tender Purchase Receipt	Mandatory
24.6.11	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: i. The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government. ii. Any director or owner of the bidding company is not	Mandatory

<b>S#</b>	<b>Criteria / Parameters</b>	<b>Requirement</b>
	awarded any punishment from any Court of Law. iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.	
24.6.12	The Bid Form & Price Schedule(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.	Mandatory
24.6.13	Bid Security shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.	Mandatory
24.6.14	Technical Proposal on Bidder's Letterhead	Mandatory
24.6.15	Catalogue / Brochures / technical data sheet	Mandatory
24.6.16	Company Profile	Mandatory
24.6.17	Complete details of turn-over of at least last three years, demonstrated through audited annual financial statements / income tax returns / original bank certificate.	Mandatory
24.6.18	Equity / Net Worth of the bidder as on closing of last fiscal year should not be less than Rs. 50 million and same shall be reflected in the Audited Accounts / Income Tax Returns.	Mandatory
24.6.19	Experience for supplying the medical gases continuously for one year or more to minimum 02 hospitals having the strength of 300 beds or above during the last 3 years.	Mandatory

## 25. CONTACTING THE PURCHASER

25.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Purchaser, it may do so in writing.

25.2 Any direct or indirect effort by a bidding firm to influence the Purchaser during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Purchaser's future tenders.

## 26. REJECTION OF BIDS

26.1 Notwithstanding anything stated here-before after the Purchaser may reject any or all bids at any time prior to the acceptance of a bid. The Purchaser may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

27. RE-BIDDING

27.1 If the Purchaser has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the Public Procurement Rules, 2010 (amended till date).

28. ANNOUNCEMENT OF EVALUATION REPORT

28.1 The Purchaser will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

**AWARD OF CONTRACT**

29. ACCEPTANCE OF BID AND AWARD CRITERIA

29.1 The bidder with lowest evaluated bid under clause 23 & 24, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

30. PURCHASER'S RIGHT TO VARY QUANTITIES

30.1 The Purchaser reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

31. LIMITATIONS ON NEGOTIATIONS

31.1 The purchaser reserves the right to hold negotiation of rates, delivery schedule or completion schedule for all the items or any item.

31.2 Negotiations will not be used to change substantially:

- i. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- ii. the terms and conditions of the Contract and;
- iii. anything affecting the crucial or deciding factors in the evaluation of the proposals / tenders and / or selection of successful bidder.

32. NOTIFICATION OF AWARD

32.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Purchaser.

33. SIGNING OF CONTRACT

- 33.1 While conveying acceptance of bid to the successful bidder, the Purchaser will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 33.2 Ten days after the official announcement of the award, both the successful Bidder and the Purchaser will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract. The Purchaser will issue Purchase Order as soon as the Contract is signed. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of purchaser for a period up to five Years. In such a situation, the Purchaser may make the award to the next lowest evaluated bidder or move for re-tender.

34. PERFORMANCE SECURITY

- 34.1 One day before the date of signing of the Contract, the successful Bidder shall furnish Performance Security in line with the Performance Security Form provided with the bidding documents. Upon submission of Performance Security the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Clause 3 in the Special Condition of Contract.
- 34.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

35. CORRUPT OR FRAUDULENT PRACTICES

- 35.1 (a) the Purchaser and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
- (i) "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
  - (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 Purchaser, 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 Purchaser of the benefits of free and open competition;
- (b) the Purchaser will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is

engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Purchaser.

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of 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.

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

### **1. DEFINITIONS**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the above goods, such as printing of special instructions on the label and packing, design and logo of the Purchaser, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Dow University of Health Sciences, Karachi.
- (h) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (i) "Day" means official working day excluding national holidays.

### **2. APPLICATION**

2.1 These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.



### 3. STANDARDS

- 3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Bidder shall not without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.
- 4.2 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.3 The Bidder shall permit the Purchaser to inspect the Bidder's accounts and records relating to the performance of the Supplies.

### 5. PATENT RIGHTS

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

### 6. ENSURING STORAGE ARRANGEMENTS

- 6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Purchaser at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Purchaser shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

### 7. INSPECTIONS AND TESTS

- 7.1 The Purchaser or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
- 7.2 The Purchaser's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Purchaser or its representative prior to the goods shipment from the manufacturing point.

## 8. DELIVERY AND DOCUMENTS

8.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.

## 9. INSURANCE

9.1 The goods supplied under the Contract shall be delivered to the Purchaser after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Purchaser only after the delivery of these goods has been made to the Purchaser. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.

## 10. TRANSPORTATION

10.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.

10.2 The goods shall be supplied on "**DDP (FOR)**" basis at the Dow University of Health Sciences, Karachi as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.

## 11. INCIDENTAL SERVICES

11.1 The Bidder will be required to provide to the Purchaser incidental services the cost of which should be included in the total bid price.

## 12. WARRANTY

12.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

12.2 The Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

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

- 12.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 12.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 12.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

### 13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

### 14. ASSIGNMENT

- 14.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Purchaser's prior written consent.

### 15. DELAYS IN THE BIDDER'S PERFORMANCE

- 15.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements / Contract Award.
- 15.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Purchaser in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

### 16. PENALTIES LIQUIDATED DAMAGES

- 16.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Bidder / Manufacturer. The Purchaser may consider termination of the Contract in case there is an

unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

## 17. TERMINATION FOR DEFAULT

17.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:

- (a) the Bidder 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 Purchaser;
- (b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Purchaser; and
- (c) the Bidder, in the judgment of the Purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

## 18. FORCE MAJEURE

18.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this 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 Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Purchaser in writing, the Bidder 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.

## 19. TERMINATION FOR INSOLVENCY

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

20. ARBITRATION AND RESOLUTION OF DISPUTES

- 20.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Bidder 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.
- 20.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

21. PACKING

- 21.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

22. GOVERNING LANGUAGE

- 22.1 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.

23. APPLICABLE LAW

- 23.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

## C: NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2020/109-111 Dated 5<sup>th</sup> June, 2020

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for following Services from well-reputed Companies / Bidders available on 'List of Active Tax Payers' of FBR websites (for Income Tax) & SRB (For Sales Tax).

Name of Bid	Reference No.	bid security
Operation of Point Buses for Pick & Drop Facility of Students and Staff of DUHS in Karachi	No. DUHS/DP/2020/109	1%
Hiring of Transport Service for Riva Water Plant (Re-Invite)	No. DUHS/DP/2020/110	2%
Supply of Medical Gases	No. DUHS/DP/2020/111	2%

Tender fee (for each)	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure
Last date for tender purchasing	<b>From the date of publishing to 23<sup>rd</sup> June, 2020</b>
Deadline for submission of bids	<b>24<sup>th</sup> June, 2020 up to 11:00 a.m.</b>
Bid Opening Date & Time	<b>24<sup>th</sup> June, 2020 @ 11:30 am.</b>
<b>Note:</b> In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.	

Bidding document may be purchased by interested bidders on the submission of a written application, NTN, GST Certificates and Pay Order / Demand Draft (in favour of the Dow University of Health Sciences) of tender fee during office hours. Tender Notice and bidding documents are also available for information on the websites of Dow University of Health Sciences ([www.duhs.edu.pk](http://www.duhs.edu.pk)) and Sindh Public Procurement Regulatory Authority ([www.ppms.pprasinhd.gov.pk](http://www.ppms.pprasinhd.gov.pk)).

Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will be rejected.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2019).

### Director Procurement

Dow University of Health Sciences (Ojha Campus)  
Procurement Directorate at Library Block,  
SUPARCO Road, off Main University Road,  
Gulzar-e-Hijri, Scheme No. 33, Karachi.  
Phone No. + 92-21-99261497  
Email: [director.procurement@duhs.edu.pk](mailto:director.procurement@duhs.edu.pk)

## D: Bid Data Sheet

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

### INTRODUCTION

**ITB 1.1** Name of Purchaser: Dow University of Health Sciences, Karachi.

**ITB 1.1** Name of Contract: **Supply of Medical Gases**

### THE BIDDING PROCEDURE

**ITB 4.1** Bids shall be accepted under the single stage one envelope procedure defined in the SPP Rules 2010 (amended till date) at Clause 46(1).

### PREPARATION OF BIDS

**ITB 7.1** Language of the bid shall be English

**ITB 9.6** **For the Goods offered within the Procuring Agency's Country:** the price quoted shall be on **delivered duty paid (DDP) Basis** at Consignee's End.

**ITB 10.1** **For the Goods offered within the Procuring Agency's Country:** the price quoted shall be in **Pak Rupees**.

**ITB 13.1** The Bid Security shall not be less than **2%** of the total Bid price in Pak Rupees.

**ITB 14.1** Bid validity period shall be **90 days**.

**ITB 14.3** **The Purchaser will sign a Frame Work Contract with lowest evaluated responsive bidder(s), which will be valid for 12 Months and extendable on satisfactory performance of bidder for further six months or till the finalization of next tender, whichever comes first.**

**ITB 15.1** Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer for any item. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are suppose to be rejected.

## **SUBMISSION OF BIDS**

**ITB 16.1 (a)** Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Digital Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi

**ITB 16.1 (b)** The identification of this bidding process is:  
**Supply of Medical Gases**  
**N.I.T No. DUHS/DP/2020/109-111 Dated: 5<sup>th</sup> June, 2020**

**ITB 17.1** Deadline for bid submission: **24<sup>th</sup> June, 2020 at 11:00 a.m.**

## **OPENING & EVALUATION OF BIDS**

**ITB 20.1** The bid opening shall take place at:  
Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Digital Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.

Date: **24<sup>th</sup> June, 2020**

Time: **11:30 a.m.**

**ITB 24.5** A margin of preference shall be applicable.

## **CONTRACT AWARD**

**ITB 31.1** Qty. could be increased or decreased during the contract period (including extended period) according to the actual requirement.



## **E: Special Conditions of Contract (SCC)**

### 1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Dow University of Health Sciences, Karachi.

GCC 1.1 (h) The Bidder is: \_\_\_\_\_  
(name and address of the successful bidder)

### 2. BID SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees @ 2% of the total bid value In the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Dow University of Health Sciences, Karachi. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 5% of the Contract amount that will remain with the Dow University of Health Sciences, Karachi till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

### 3. PERFORMANCE GUARANTEE/SECURITY (ITB CLAUSE 34)

ITB Clause 34.1 After signing of Contract, the successful Bidder shall furnish the Performance Security equivalent to 5% of the total Contract amount from any of the scheduled banks. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Security / Guarantee the Bid Security would be returned to the Bidder.

### 4. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2 The goods received in the Dow University of Health Services, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the tender documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.

## 5. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

### GCC Clause 8.1 (a) *For Goods from within the Purchaser's country:*

The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of the Dow University of Health Sciences, Karachi for verification duly completed in all respects:

- i. Original copies of Delivery Note (Challan) (in duplicate) showing item's description, make, model, quantity, manufacturing and expiry dates (if any).
- ii. Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model, quantity, per unit cost, and total amount.
- iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).
- iv. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee / Bidder's factory inspection report.
- vi. Certificate of origin.

### (b) *For Goods supplied from abroad as per INCOTERM C&F Karachi:*

Details of shipping and documents to be furnished by the Bidder shall be:

Upon shipment, the Bidder shall notify the Purchaser and the Insurance Company by telex or fax or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel / flight, the bill of lading / Air Way Bill number and date, port of loading, date of shipment, port of discharge, etc. The Bidder shall send the following documents to the Purchaser, with a copy to the Insurance Company:

- i. 04 copies of the Bidder's invoice showing the description of the Goods, quantity, unit price, and total amount.
- ii. Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill marked "freight prepaid" and 04 copies of non-negotiable bill of lading / air way bill.
- iii. 04 copies of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's or Bidder's warranty certificate.

- vi. Inspection certificate, issued by the nominated inspection agency / Bidder's factory inspection report.
- vii. Certificate of origin.

The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

## 6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on DDP / C&F basis at consignee's end under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility and they must arrange for it.

## 7. WARRANTY (GCC CLAUSE 12)

GCC 12.3 The goods shall be accompanied by a manufacturer standard warranty / Shelf Life.

GCC 12.4 The Purchaser shall promptly notify the Bidder in writing of any claims arising out of this warranty.

GCC 12.5 The Supplier shall correct any defects covered by the Warranty within 10 days of being notified by the Purchaser of the occurrence of such defects

## 8. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

***i. For Goods supplied from within the Purchaser's country:***

- (a) Payment shall be made in Pak Rupees.
- (b) The payment will be made to the Bidder within 30 days of the acceptance of goods and receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.

***ii. For Goods supplied from outside the Purchaser's country:***

- (a) The Purchaser shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or Its Principal in a bank in its country under the upon submission of all the requisite documents.

- (b) Bidder will bear all the additional bank charges inside and outside the purchaser country on account of Confirmation of L/C, if he desire to establish a Confirmed L/C.

## 9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the purchaser shall rescind the contract, without prejudice to other courses of action and remedies open to it.

## 10. PACKING (GCC CLAUSE 21)

GCC 21.1 The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

## 11. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

## 12. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

13. NOTICES

***Procuring Agency's address for notice purposes:***

Director Procurement  
Dow University of Health Sciences (Ojha Campus)  
Procurement Directorate at Library Block,  
SUPARCO Road, off Main University Road,  
Gulzar-e-Hijri, Scheme No. 33, Karachi.  
Phone No. + 92-21-99261497  
Email: director.procurement@duhs.edu.pk

***Bidder's address for notice purposes:***

Name of Bidder: \_\_\_\_\_

Name of Contact Person & Designation: \_\_\_\_\_

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

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

Mobile Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_

## **F: Schedule of Requirements**

### 1. SCHEDULE OF REQUIREMENTS

- i. The Medical Gases shall be supplied on **as and when requirement** basis.
- ii. **Transport / Logistic** in this regard will be the responsibility of the bidder.
- iii. The firm will be responsible for supply of Medical Gases at consignee end / at Ojha campus of Dow University of Health Sciences, Karachi and its constituent institutions. (If it fails the Security Deposit will be forfeited in Government treasury).

## **G: Technical Specifications**

1. Preference will be given to the Manufacturer, who has their **PLANT in close proximity to** Karachi, but this may not be reasons to disqualify.
2. Suppliers of medical gases would be required to demonstrate ability to manufacture / provide full range of medical gases i.e. compressed medical oxygen, nitrous oxide and/or Entonox in accordance with British / European Pharmacopoeia or equivalent.
3. The VIE control equipment to control the pressure and flow of gas to the pipeline must be regulated by installing medical grade Duplex Pressure Reducing Set (EEC / USA origin or equivalent ) & valves. This regulating set must be capable of regulating low pressure, high flow of gas up to 4000 Liters per minute to avoid any pressure drop in the farthest areas of the hospital.
4. The VIE & vaporizer system must be equipped with independent, audible vessel content level and pressure alarms to capture & alert low/high level and low/high pressure at all times.
5. Medical Oxygen suppliers will be bound to certify complete VIE system installation by a qualified Authorized Person (Medical Gas Pipeline System) as per HTM standards.
6. In accordance with HTM standards, installation of Telemetry system capable of remotely monitoring supply conditions including vessel contents & pressure will be preferred.
7. All Cylinders will be Hydraulically Tested and Certified for safe use in Hospital.
8. Maintenance of Valves and Cylinders being refilled will be responsibility of Gas supplier.
9. **Quoted rates should include all Transportation charges to and fro Hospital.**
10. The Procuring agency shall disqualify a supplier or contractor, whether already pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as supplier or contractor, was false and materially inaccurate or incomplete.

<b>Sr. #</b>	<b>Description</b>	<b>Approx. Qty. Reqd.</b>
1	Compressed Oxygen Cylinder 24 CFT	1,200 Cylinders
2	Compressed Oxygen Cylinder 48 CFT	3,000 Cylinders
3	Compressed Oxygen Cylinder 120 CFT	2,400 Cylinders
4	Compressed Oxygen Cylinder 240 CFT	1,800 Cylinders
5	Nitrous Oxide Gas 1620 Ltr	120 Cylinders
6	Nitrous Oxide Gas 16200 Ltr	180 Cylinders
7	Liquid Medical Oxygen in VIE (m <sup>3</sup> )	120,000 m <sup>3</sup>
8	Cylinder Valve Replacement	120 Nos.
9	Tech. Any Hydraulic O2 Testing	01 Job
10	Tech. Any Hydraulic NO2 Testing	01 Job
11	Painting Charges	01 Job
12	Argon Cylinders 24 CFT	60 Cylinders
13	Argon Cylinders 48 CFT	60 Cylinders
14	Liquid Nitrogen Gas (in KG)	3,000 Kgs
15	Name Ring (Silver)	01 for Each cylinder
16	VIE Liquid Oxygen Tank (Rental Basis)	01 No.



# H: Sample Forms

## 1. PERFORMANCE GUARANTEE/SECURITY FORM

**To:** [Name & Address of the Purchaser]

Whereas [Name of Bidder] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Purchaser with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Purchaser to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the Bidder to the Purchaser of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank

Address

Date

## 2. INTEGRITY PACK

(AFFIDAVIT)

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

M/s. \_\_\_\_\_, the service provider hereby declared that:

- (a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the DUHS or any administrative or financial offices thereof or any other department under the control of the DUHS through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not give nor agreed to give and shall not give or agree to give to anyone within the DUHS directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the DUHS, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency /accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the DUHS under any law, contract, or other instrument, be stand void at the discretion of the DUHS.
- (d) Notwithstanding any right and remedies exercised by the DUHS in this regard, bidder / company / firm / agency agrees to indemnify the DUHS for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the DUHS in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as a fore said for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the DUHS.

(Name of Security Firm)

Signature & Seal

**Note:** This integrity pact is mandatory requirement other than auxiliary services / works.

**2. MANUFACTURER'S AUTHORIZATION FORM [SEE CLAUSE 11.1 (A) OF THE INSTRUCTION TO BIDDERS]**

**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 Bidder / Agent] to submit a bid, and subsequently follow-up / negotiate and sign the Contract with you against Invitation for Bids (IFB) / Tender Notice for the goods manufactured, by us, under the patent name of \_\_\_\_\_ for performance of the contract.

We hereby commit and assure our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above mentioned 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.

#### 4. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 between *Dow University of Health Sciences, Karachi of Islamic Republic of Pakistan* (hereinafter called “the Purchaser”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

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

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

\_\_\_\_\_  
Signed / Sealed by the Manufacturer /  
Authorized Bidder / Authorized Agent

\_\_\_\_\_  
Signed / Sealed by Purchaser

# I: Bid Form & Price Schedule

## 1. BID FORM

To: [Name and address of Purchaser]

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in 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.

3. The free of cost / donation / discounts offered and the methodology for their application are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

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

4. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

5. We agree to the validity of this bid for 90 days from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**1. PRICE SCHEDULE IN PAK RUPEES (DDP BASIS)  
FOR GOODS OFFERED FROM WITHIN THE PURCHASER'S COUNTRY**

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Make	Model	Country Of Origin	Pack Size	Unit	Qty.	Unit Price Including Taxes	Total Cost Including Taxes
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
<b>TOTAL DDP VALUE IN PAK RS. (Including Taxes &amp; Duties)</b>									

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_