

DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI



BIDDING DOCUMENT

Single Stage – One Envelope Procedure
As per Rule 46 (1) of SPPR, 2010

N.I.T No: DUHS/DP/2024/279 Dated: 10 September 2024

**SUPPLY OF MEDICAL GASES AND
ANCILLARY SERVICES**

TABLE OF CONTENTS		
A.	INSTRUCTIONS TO BIDDERS (ITB)	2
1.	INTRODUCTION	2
2.	THE BIDDING PROCEDURE	3
3.	THE BIDDING DOCUMENTS	3
4.	PREPARATION OF BIDS	4
5.	SUBMISSION OF BIDS	7
6.	OPENING AND EVALUATION OF BIDS	8
7.	AWARD OF CONTRACT	12
B.	GENERAL CONDITIONS OF CONTRACT (GCC)	14
1.	DEFINITIONS	14
2.	APPLICATION	14
3.	STANDA3 RDS	14
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	14
5.	PATENT RIGHTS	15
6.	ENSURING STORAGE ARRANGEMENTS	15
7.	INSPECTIONS, TESTS AND TRAINING	15
8.	DELIVERY AND DOCUMENTS	15
9.	INSURANCE	15
10.	TRANSPORTATION	16
11.	INCIDENTAL SERVICES	16
12.	WARRANTY / GUARANTEE	16
13.	PAYMENT	16
14.	ASSIGNMENT	17
15.	DELAYS IN THE BIDDER'S PERFORMANCE	17
16.	PENALTIES/ LIQUIDATED DAMAGES	17
17.	FORCE MAJEURE	17
18.	TERMINATION FOR DEFAULT	18
19.	TERMINATION FOR INSOLVENCY	18
20.	TERMINATION FOR INSOLVENCY	18
21.	RESOLUTION OF DISPUTES	18
22.	PACKING	19
23.	GOVERNING LANGUAGE	19
24.	APPLICABLE LAW	19
25.	NOTICES	19
26.	TAXES AND DUTIES	19
C:	NOTICE INVITING TENDER (NIT)	20
D:	BID DATA SHEET	21
E:	SPECIAL CONDITIONS OF CONTRACT (SCC)	23
F:	SCHEDULE OF REQUIREMENTS	27
G:	TECHNICAL SPECIFICATIONS / BILL OF QUANTITY	28
H:	SAMPLE FORMS	30
1.	PERFORMANCE GUARANTEE/SECURITY FORM	30
2.	INTEGRITY PACT	31
3.	MANUFACTURER'S AUTHORIZATION FORM	32
4.	CONTRACT FORM	33
I:	BID FORM & PRICE SCHEDULE	34
1.	BID FORM	34
2.	PRICE SCHEDULE	35

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 intend to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV) or Consortium shall not be eligible, unless otherwise specified in the Bid Data Sheet.
- 2.5. 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 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 / qualification 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:

- (a) Price Schedule for Goods offered from within the Procuring Agency'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 Procuring Agency; and
 - (iii) 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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency 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 Procuring Agency'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 Procuring Agency 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 Procuring Agency 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 Procuring Agency shall sign a Contract with the lowest evaluated responsive bidder(s), which will be valid for 12 Months (extendable).

15. **ALTERNATIVE BIDS**

- 15.1 Alternative bids shall not be allowed unless otherwise specified in the Bid Data Sheet.

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 Procuring Agency'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 Procuring Agency 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 Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.

17.2 The Procuring Agency 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 Procuring Agency 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 Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency 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 PROCURING AGENCY

20.1 The Procuring Agency 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 Procuring Agency, 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

23. EVALUATION & COMPARISON OF BIDS

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

23.2 Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) basis inclusive of prevailing duties/taxes/levies (excluding GST) and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

23.3 The bids will be evaluated on the basis of prescribed Qualification and Evaluation Criteria given in this bidding document. However, Financial Bids will be evaluated on the basis of prices inclusive of prevailing taxes and duties (excluding GST) and Bid Security being major factor, without ignoring the other relevant conditions as well.

24. EVALUATION / QUALIFICATION CRITERIA

24.1 Mandatory Requirements

S#	Criteria / Parameters	Requirement
24.1.1	Compliance to the Technical Specifications / Scope of work	Mandatory
24.1.2	Catalogue / Brochures / technical data sheet (if applicable)	Mandatory
24.1.3	Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions	Mandatory
24.1.4	Compliance to bid validity period	Mandatory
24.1.5	Compliance to payment terms and conditions	Mandatory
24.1.6	Compliance to the delivery schedule	Mandatory
24.1.7	Copy of CNIC of signatory of the Bid Forms	Mandatory
24.1.8	Valid Manufacturer Authorization in accordance with ITB Clause 11.1(a)	Mandatory
24.1.9	Income Tax & GST/SST Registration Certificates (with Active Taxpayer Status).	Mandatory
24.1.10	Original Tender Purchase Receipt / Pay Order for Tender Fee	Mandatory
24.1.11	Affidavit on stamp paper of Rs. 100/- duly notarized to the	Mandatory

S#	Criteria / Parameters	Requirement
	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 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.	
24.1.12	Bid Form on Bidder's Letterhead duly signed and stamped.	Mandatory
24.1.13	Price Schedule(s) on Bidder's Letterhead duly signed and stamped.	Mandatory
24.1.14	Bid Security in required shape and value.	Mandatory
24.1.15	Past Experience: Bidder must have the experience of Ongoing or completed 03 contracts/ projects of minimum period of 12 months for supplying the medical gases directly by the bidder to any 300-bed strength hospital in Public or Private Sector Organization during the last 3 years. (Valid documentary evidence must be attached along with the satisfactory performance certificate issued by the Medical Superintendent or the authorized officer of the Hospital)	Mandatory
24.1.16	Bidder's Average Annual Turnover of last three (03) financial years must be Rs. 400 million or above. (Income Tax Returns for last 3 years must be attached as supporting documents)	Mandatory
24.1.17	Company Profile	Mandatory

24.2 Technical Evaluation of Bids:

- a) The bids not responsive to the MANDATORY QUALIFICATION CRITERIA provided at ITB Clause 24.1 shall not be eligible for further Technical Evaluation.
- b) Joint Venture / Consortium Bids, 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 Blacklisted firms shall be treated as rejected / non-responsive.
- c) **ALTERNATE BIDS SHALL NOT BE ALLOWED**
- d) The Bids shall be evaluated and compared on **COMPLETE PACKAGE / LOT / ALL ITEMS BASIS** provided in the Section G: Technical Specifications (Bill of Quantities). Bids submitted for partial or limited items shall not be considered and rejected.
- e) Evaluation shall be based on the record / documentary evidence submitted by the bidder.
- f) Bids should be responsive to the technical specifications of the goods.

- g) Goods shall be evaluated as per the given Catalogue / Brochures / technical data sheet (having complete technical specifications of the offered good) or sample furnished by the bidder for physical verification / technical evaluation, if technical data / brochure / literature of the product was not available.

24.3 Financial Evaluation of Bids:

- a) Financial bids of the technically responsive / qualified bidders shall be considered only.
- b) Bids not accompanied by the Bid Security of the required amount and form shall be rejected.
- c) The Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
- d) The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender.

25. CONTACTING THE PROCURING AGENCY

25.1 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 any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.

25.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency 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 Procuring Agency's future tenders.

26. REJECTION OF BIDS

26.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency 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 Procuring Agency 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.

28. ANNOUNCEMENT OF EVALUATION REPORT

28.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least three (03) 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. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

30.1 The Procuring Agency 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 Procuring Agency 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 Procuring Agency.

33. SIGNING OF CONTRACT

33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency 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 Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract. The Procuring Agency 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 Procuring Agency for a period up to five Years. In such a situation, the Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) the Procuring Agency 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 Procuring Agency.
- (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 Procuring Agency 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 Procuring Agency, 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 Procuring Agency" 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 Procuring Agency'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 Procuring Agency 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 Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.

4.3 The Bidder shall permit the Procuring Agency 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 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.

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency 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 Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. 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 Procuring Agency incidental services the cost of which should be included in the total bid price.

12. WARRANTY / GUARANTEE

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 Procuring Agency 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 Procuring Agency 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 Procuring Agency.

12.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency 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 Procuring Agency 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 Procuring Agency'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 Procuring Agency 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 Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency 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 Procuring Agency 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. FORCE MAJEURE

17.1 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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.

18. TERMINATION FOR DEFAULT

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

19. TERMINATION FOR INSOLVENCY

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

20. TERMINATION FOR CONVENIENCE

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

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

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

21. RESOLUTION OF DISPUTES

21.1 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.

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

22. PACKING

22.1 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.

22.2 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 Procuring Agency.

23. GOVERNING LANGUAGE

23.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 23, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. APPLICABLE LAW

24.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country (Islamic Republic of Pakistan), unless otherwise specified in SCC.

25. NOTICES

25.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

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

26. TAXES AND DUTIES

26.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency in case of Delivered Duty paid (DDP) basis (Excluding GST).

C: NOTICE INVITING TENDER (NIT)

IFB No: DUHS/DP/2024/279 Dated 10 September 2024

Dow University of Health Sciences (DUHS), Karachi, invites e-bids through E-Pak Acquisition and Disposable System (EPADS) on DDP Basis (Excluding GST) from the eligible bidders available on the 'List of Active Taxpayers' of FBR/SRB (whichever is applicable) **for the PROCUREMENT OF MEDICAL GASES AND ANCILLARY SERVICES** as per Rule 46(1) of SPP Rules 2010 "Single Stage-One Envelope Procedure". Bidding Documents containing detailed Terms and Conditions can be viewed/downloaded from <https://portalsindh.eprocure.gov.pk/#/>

Electronic Bids should be submitted through EPADS only. Manual bids shall not be received. Interested bidders are required to register themselves on the EPAD System at the link <https://sindh.eprocure.gov.pk/#/supplier/registration> for submission of electronic bids.

The bids, prepared in accordance with the instructions given in the bidding documents, must be submitted on EPADS by **30 September 2024 at 11:30 Hrs.** The original instrument of tender fee Rs. 2,000/- (Non-refundable) and bid security @ two percent (2%) of the total bid value along with a hard copy of the technical and financial bid must reach the procuring agency before the deadline for submission of e-bids, which will be opened on the same day at **12:00 Hrs.** at the Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. In case of conflict between the bid submitted on EPADS and the hard copy, the reference shall be made to the bid submitted on EPADS.

Note:

- a. For any query regarding e-bidding, please contact the Director Procurement Office at Tel: 021-38771111 (Ext. 4433)
- b. In case Govt. announces any public holiday or any unfavourable circumstances the tender/bids will be submitted and opened on the next working day, at the same venue and time.
- c. The purchaser reserves the right to reject any/all bids under the relevant provisions of SPP Rules 2010.
- d. In case of any difficulty, prospective bidders may contact the EPADS Helpline 051-111-137-237 during working days/hours.

Director Procurement

Dow University of Health Sciences, Karachi

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 Procuring Agency: Dow University of Health Sciences, Karachi

ITB 1.1 Name of Contract: **Supply of Medical Gases and Ancillary Services**

THE BIDDING PROCEDURE

ITB 4.1 Bids shall be accepted under the single stage one envelope procedure defined in the SPP Rules 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** (Excluding GST) at the Consignee's End.

The Procuring Agency (DUHS) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.

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 Procuring Agency will sign a Contract with the successful bidder(s), which will be valid for 12 Months and extendable with mutual consent on satisfactory performance of the bidder for a further twelve (12) months or till the finalization of the next tender.**

ITB 15.1 Not Allowed

SUBMISSION OF BIDS

- ITB 16.1** The Bidder shall submit an original and one copy of the bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate.
- 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 and Ancillary Services
N.I.T. No: DUHS/DP/2024/279 Dated: 10 September 2024
- ITB 17.1** Deadline for bid submission: **30 September 2024 at 11:30 Hrs.**

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: **30 September 2024**
Time: **12:00 Hrs.**
- 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 the extended period) according to the actual requirement.

E: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Procuring Agency 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 Procuring Agency'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 (if applicable).
- v. Inspection certificate issued by the nominated inspection committee / Bidder's factory inspection report.

6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on DDP basis at consignee's end under which risk will be transferred to the Procuring Agency 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 / Procuring Agency's approved standard.

GCC 12.4 The Procuring Agency 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 Procuring Agency 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 (*For Goods supplied from within the Procuring Agency's country on DDP basis*):

- (a) Payment shall be made in Pak Rupees.
- (b) The payment will be made to the Bidder within sixty (60) 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. .

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 Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

10. PACKING (GCC CLAUSE 22)

GCC 22.1 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 23)

GCC 23.1 The language of this Contract shall be English.

12. APPLICABLE LAWS (GCC CLAUSE 24)

GCC 24.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

13. NOTICES (GCC CLAUSE 25)

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 _____

14. TAXES AND DUTIES (GCC CLAUSE 26)

GCC 26.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency in case of Delivered Duty paid (DDP) basis.

The Procuring Agency (DUHS) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.

F: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

- i. The Medical Gases shall be supplied on **as and when requirement** basis.
- ii. **Transport / logistics will be the bidder's responsibility.**
- iii. The firm will be responsible for the supply of Medical Gases at the consignee end / at:
 - a. Dow University Hospital + Ojha Institute of Chest Diseases Hospital + Dow Research Institute of Biotechnology & Bio-Medical Sciences situated at Ojha Campus-DUHS, Karachi.
 - b. Sindh Infectious Diseases Hospital & Research Centre at NIPA, Karachi.
 - c. Dow International Dental College Hospital, Gulistan-e-Johar, Karachi.

G: Technical Specifications Bill of Quantities

Item No.	Description of Goods / Services	Unit	Dow University of Health Sciences, Karachi.			
			OJHA	SIDH&RC	DIDC	Total
1	Liquid Medical Oxygen in VIE	m ³	1,500,000	300,000	80,000	1,880,000
2	VIE Liquid Oxygen Tank on Rental Basis	No.	2	1	1	4
3	Compressed Oxygen Cylinder 24CFT	Cylinders	235	10	120	365
4	Compressed Oxygen Cylinder 48 CFT	Cylinders	3,500	980	240	4,720
5	Compressed Oxygen Cylinder 120 C FT	Cylinders	540	80	240	860
6	Compressed Oxygen Cylinder 240 CFT	Cylinders	500	200	100	800
7	Nitrogen Gas 1620 Ltr - Cylinder 240 CFT	Cylinders	90	10	50	150
8	Nitrous Oxide Gas 16200 Ltr	Cylinders	170	10	50	230
9	Cylinder Valve Replacement	Nos.	150	50	20	220
10	Tech. Any Hydraulic O2 Testing	Jobs	150	20	30	200
11	Tech. Any Hydraulic NO2 Testing	Jobs	35	5	10	50
12	Cylinder Painting Charges	Jobs	220	100	20	340
13	Argon Cylinders 24 CFT	Cylinders	20	0	0	20
14	Argon Cylinders 48 CFT	Cylinders	60	0	0	60
15	Nitrogen Liquid	m ³	8,500	0	0	8,500
16	Name Ring (Silver) for each cylinder	Nos.	150	50	50	250
17	Leakage testing of MGPL (Per zone)	Jobs	60	50	5	115
18	XL tank HP Replacement safety seal seal	Jobs	60	15	5	80
19	XL tank LP Replacement safety	Jobs	60	15	5	80
20	XL tank HP Replacement Level gauge	Jobs	60	15	5	80
21	XL tank HP Replacement pressure gauge	Jobs	60	15	5	80
22	XL tank HP Vacuum recharge	Jobs	60	15	5	80
23	Compressed Air - Medical Grade (6.8 M3)	Cylinders	600	200	0	800
24	CO2 Cylinder Refill	KG	3030	20	10	3,060
25	Specialized Gas (5% CO2, 12% O2, bAl N2) (Imported) (4.3 M3)	Cylinders	20	0	0	20
26	DLCO 0.3% CO, 0.3% CH4, 21% O2, bAL N2 (imported) (4.3 M3)	Cylinders	12	0	0	12
27	DLCO(GC) 0.3% CO, 0.5% Ne, 21% O2, bAL N2 (imported) (4.3 M3)	Cylinders	12	0	0	12
28	Helium N5 (99.999%) (imported) (9.6 M3)	Cylinders	12	0	0	12
29	Hydrogen N5 (99.999%) (imported) (8.9 M3)	Cylinders	12	0	0	12
30	Nitrogen N5 (99.999%) (6.2296 M3)	Cylinders	12	0	0	12
31	Air (Zero Grade) (imported) (9.4 M3)	Cylinders	12	0	0	12
32	Acetylene N5 (98.5%) (4.223 M3)	Cylinders	12	0	0	12
33	Nitrous Oxide N5 (99.999%) (imported) 16200 Ltr	Cylinders	12	0	0	12
34	Argon N5 (99.999%) (6.8 M3)	Cylinders	12	0	0	12

OJHA = Dow University Hospital + Ojha Institute of Chest Diseases Hospital + Dow Research Institute of Biotechnology & Bio-Medical Sciences (D.R.I.B.BS) etc.
SIDH&RC = Sindh Infectious Diseases Hospital & Research Centre at NIPA.
DIDC = Dow International Dental College Hospital, Gulistan-e-Johar.

SPECIAL NOTE:

1. Preference will be given to the Manufacturer, who has their **PLANT close to Karachi proximity.**
2. Suppliers of medical gases would be required to demonstrate the ability to manufacture/provide full range of medical gases i.e. compressed medical oxygen, nitrous oxide and/or Entonox as per the 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 and 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. Installation of a Telemetry System capable of remotely monitoring supply conditions including vessel contents & pressure will be preferred.
6. All Cylinders will be Hydraulically Tested and Certified for safe use in the Hospital.
7. Maintenance of Valves and Cylinders being refilled will be the responsibility of the Gas supplier.
8. **Quoted rates should include all Transportation/Logistics charges to and fro the consignee's end (Excluding GST).**
9. The procuring agency reserves the right to visit and inspect the bidder's production facility to evaluate and verify the standard, quality and availability of the offered goods and services.
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.

H: Sample Forms

1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Procuring Agency]

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 Procuring Agency 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 Procuring Agency 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 Procuring Agency 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

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier/Contractor/Consultant] 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

[Name of Supplier/Contractor/Consultant] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** 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 PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

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

To: [name of Procuring Agency]

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 _____ 2024 between *Dow University of Health Sciences, Karachi of Islamic Republic of Pakistan* (hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services and Reference of NIT]* 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 Procuring Agency’s Notification of Award.

3. This agreement shall commence with effect from _____ 2024 for a period of 12 months (01 year). However, extendable with the consent of both parties for further six months or till the finalization of next tender.

4. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder 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 the Contract

5. The Procuring Agency 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 Procuring Agency

I: Bid Form & Price Schedule

1. BID FORM

To: [Name and address of Procuring Agency]

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.

4. 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 Procuring Agency.

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 Procuring Agency, 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 _____

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

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Make	Unit	Qty.	Unit Price Excluding GST	Total Cost Excluding GST
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
TOTAL AMOUNT ON DDP BASIS (EXCLUDING GST) IN PAK RS.						

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____