



Medical Teaching Institution (MTI)

Khyber Teaching Hospital (KTH)
Peshawar

Contact No: 091-9224400 Ext: 2105

AFTER PRE-BID SOLICITATION DOCUMENTS

FOR

Procurement of Liquid Oxygen and Refilling of Oxygen, Nitrogen and CO2 Cylinders and Related Items

Financial Year 2024-27

**All the changes/amendments in Pre-Bid meeting are
highlighted Red**

The prospective bidders are expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

I/c Medical Gas Plant
MTI-KTH, Peshawar

Manager Biomedical Engineering
MTI-KTH, Peshawar

Manager Supply Chain
MTI-KTH, Peshawar

Rep. Director Finance
MTI-KTH, Peshawar

Chairman Technical Evaluation Committee
MTI-KTH, Peshawar

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1. INTRODUCTION:

Medical Teaching Institution (MTI)/ Khyber Teaching Hospital Peshawar invite sealed bids from the eligible bidders (Manufacturers) for the procurement of Procurement of Liquid Oxygen and Refilling of Oxygen, Nitrogen and CO2 Cylinders and Related Items. Open Competitive bidding under rule 6(2) (b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
<i>Pre-bid meeting</i>	<i>30-05-2024</i>
Last date and time for Bid submission	<i>10-06-2024 at 10:00 am</i>
Bid Security	<i>Rs: 1,000,000/-</i>

2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Act, and Rules made there-under along with Bid Solicitation Documents of KTH-MTI.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked “1-Technical Bid” and “2-Financial Bid” which should be packed in one outer sealed envelope.
3. The bids will be opened on **10-06-2024** at **10:30 AM** in presence of the bidders/representatives who choose to attend while the financial bids will be opened later after the evaluation of technical bids.
4. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
5. Pre-bid meeting with the interested bidders will be held on the above mention time and date in the Supply Chain Department of the Institution.
6. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder. Delay on part of the bidder or courier service shall not be entertained.
7. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
8. The bid should be complete in all respect and must be signed by the bidder.
9. For any query, clarification regarding Services / Bid Solicitation Documents (BSD), the applicants may send a written request at least seven days prior to the opening date.
10. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline

prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.

11. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without bid security/CDR;
 - b. Received after the date and time fixed for bid submission;
 - c. The tender document and the bid is unsigned;
 - d. The offer is ambiguous;
 - e. The offer is conditional;
 - f. The offer is from blacklisted firm;
 - g. Bid must be typed; hand written contents shall NOT be accepted;
 - h. Bid found in violation of condition mentioned in tender notice or BSD.
12. Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
13. No erasing / cutting etc. shall be allowed on the offer; such erasing/cutting etc. will lead to rejection of offer.
14. **Any document found forged or fake, the firm shall be blacklisted by KTH-MTI, Peshawar.**
15. The bidder submitting bid in the name different from his own will be summarily rejected.
16. Any direct or indirect effort by a bidding firm to influence the committee during the process of selection of a bidder or award of contract, shall lead to rejection of its bid.

3. ELIGIBILITY CRITERIA:

- Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- The bidder must be registered with Income / Sales Tax Department. NTN having Professional tax.
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any institution duly attested by Oath Commissioner/Notary public.
- Bidders shall 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 the Section 44(1) KPPRA Rules 2014.
- If the bidder provides details concerning his qualifications as false/incorrect or incomplete.

4. GENERAL CONDITIONS: -

1. KTH-MTI Peshawar shall evaluate the proposal as per evaluation criteria set forth in these documents.
2. Alternative bid via single bid shall not be considered and shall be rejected.
3. At any time prior to the deadline for submission of bids, KTH Peshawar may, for reason to be recorded, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by addendum. However, after bid opening no alteration in bid documents shall be allowed.

4. If a bid is not substantially responsive, it will be rejected for the said bidding.
5. KTH-MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

5. INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Khyber Teaching Hospital Peshawar** invites sealed tenders under National Competitive Bidding for the procurement of Procurement of Liquid Oxygen and Refilling of Oxygen, Nitrogen and CO2 Cylinders and Related Items for the year (2024-27) for Hospital, under rule 6(2)(b) *“single stage two envelope procedure”* of KPPRA Rules 2014.

The bidders are required to submit bid security Rs-**1,000,000/-** of the quoted price in shape of Call Deposit Receipt (CDR- Original) shall be submitted from the account of the firm/bidder/contractor who submits the bid in favor of Hospital Director, Khyber Teaching Hospital. An affidavit is mandatory, figure in the technical bid that bid security is placed in the financial bid.

The tenders complete in all respect must reach the undersigned by **10-06-2024 at 10:00 AM**, which will be opened at **10:30 am** on the same day in conference room of the Hospital in the presence of the procurement committee and the bidders / representatives who may choose to attend.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

6. BID Security

CDR from the account of the firm/bidder/contractor. Bid security Rs-**1,000,000/-** of the bid Value in shape of Call Deposit Receipt (refundable) drawn in favor of “Hospital Director KTH Hospital” should be kept sealed in the financial proposal. An affidavit is mandatory in the technical bid that bid security is placed in the technical proposal.

The bid security may be forfeited:

- i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii) In the case of a successful Bidder, if the Bidder fails to sign the contract

7. BID VALIDITY:

- i) The bids should be valid for a period of 90 Days from the date of opening.
- ii) In exceptional circumstances, after recoding the reasons, KTH may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

SPECIFICATIONS OF HOSPITAL MEDICAL GASES AND RELATED ITEMS

S. No	Item Description	Price in PKR with all Taxes
1	Liquid Medical Oxygen M ³ Supply of Liquid Medical Oxygen to Khyber Teaching Hospital Peshawar	Per M ³
Compressed Medical Gases		
2	Refilling of Medical Oxygen Cylinder Size 240 cft on 2000 psi MM	Per Cylinder
3	Refilling of Medical Oxygen Cylinder Size 220 cft on 2000 psi	
4	Refilling of Medical Oxygen Cylinder Size 200 cft on 2000 psi ML	Per Cylinder
5	Refilling of Medical Oxygen Cylinder Size 100 cft on 2000 psi	
6	Refilling of Medical Oxygen Cylinder Size 96 cft on 2000 psi MJ	Per Cylinder
7	Refilling of Medical Oxygen Cylinder Size 48 cft on 2000 psi MF	Per Cylinder
8	Refilling of Medical Oxygen Cylinder Size 24 cft on 2000 psi ME	Per Cylinder
9	Refilling of Compressed air Cylinder Size 240 cft on 2000 psi	Per Cylinder
10	Refilling of Compressed Nitrogen Cylinder Size 240 cft on 2000 psi	Per Cylinder
11	Refilling of Compressed Air Cylinder Size 240 cft on 2000 psi	Per Cylinder
12	Refilling of N2O Cylinder Size 16200 Liters	Per Litre
13	Refilling of Helium Cylinder (Gas)	Per CFT
14	Refilling of CO2 Gas	Per KG
15	Cylinder valve for Oxygen, Nitrogen, Air, Nitrous Oxide, CO2 Medical Graded	Each
16	Hydraulic Testing of Cylinder with certificate	Each
17	Painting of Cylinder	Each

1. It is mandatory for the participating firms to be the manufacturer of liquid medical oxygen.
2. The bidder has to quote the prices for filling of liquid Oxygen's in CUBIC METER, Refilling of Oxygen, and Nitrogen and CO2 cylinders as per above table.
3. **The selection will be made on the basis of Liquid Oxygen Only on Best Evaluated Bidder basis as per KPPRA Rule # 6 2 (b).**
4. The successful bidder shall install two VIE Tanks each of **20,000 Liters** or more or as recommended /demanded by the Hospital administration.
5. Civil works required for installation of tank will be responsibility of the selected bidder at their own expense.
6. Immediate refilling of the VIE tank to be done by the successful bidder as and when required.
7. The successful bidder shall install and functionalized the required VIE tanks within 30 Thirty days after award of contract.
8. The bidder shall provide **Telemetry System** and shall be responsible for 24/7 monitoring of Oxygen Tank.
9. Digital Content meter to be installed at each VIE tank site to co-related it with analog content gauge of the VIE tank.
10. Shifting of Oxygen Tanks upon the requirements of the Hospital will be at the firm's expense.
11. Successful Bidder shall provide Alarm System. The alarm must include lower pressure, high pressure and level of the content.
12. The successful bidder shall provide online/remote access to the telemetry system for monitoring of the pressures and level of VIE tank.
13. In case any shut down or Maintenance/Trouble shooting required the contractor will provide alternate source of Oxygen Supply.
14. 100 % Up Time must be assured.
15. One PPM per month of the complete VIE System (all the System associated with VIE Tanks) must be carried out by the firm.
16. Minimum **200** Cylinders or as per the requirements of the Hospital to be refilled per day.
17. Technical Safety and Maintenance Training must be provided to the KTH Staff thrice per year.
18. Calibration of regulators, gauges and safety valves of VIE tank must be carried out annually.
19. Testing Certificate to be provided by the firm **upon testing of the cylinder.**
20. Purity Certificate to be provided with each supply of Liquid Oxygen.
21. Each Refilled Cylinder should be company sealed.
22. Vaporizer for the VIE tank must be installed with respect to the size of the VIE tank. The Vaporizer should be capable of providing 5,000 liter/min flow of gaseous Oxygen.
23. Duplex panel should be installed with VIE tank. The duplex panel must have the following specifications
 - a. Cryogenic Valves and Regulators, each with flow rate of 6000 L/Min or more
 - b. Pressure Safety Valve before and after the regulators and isolating valves
 - c. Pressure gauges before and after the regulator
 - d. Bypass line.

24. Annual testing of the VIE Tanks shall be carried out by the 3rd Party free of cost, by the successful bidder.
25. The availability of refilled cylinders will be ensured by the firm 24/7.
26. The company shall ensure the smooth supplies of gases and cylinders during normal days and peak Covid days.
27. Non-Compliance to the requirements and terms & conditions will lead to legal action and blacklisting of the firm.

Product Specifications:

The firms shall supply medical gases as EU/US pharmacopeia standards. Following documents are required for respective gases.

1. Medical Oxygen: Purity Certificate and Analysis Certificate
2. Nitrous Oxide: Purity Certificate and Analysis Certificate
3. Nitrogen: Purity Certificate and Analysis Certificate

All the above certificate should be from 3rd party.

The purity of the liquid oxygen shall be 99.6% or more.

8. SPECIAL CONDITIONS OF THE CONTRACT: -

1. If any of the given specifications/parameters do not meet the required specifications, their offer will not be considered and shall summarily be rejected
2. In case of a successful bidder, who repudiates the contract or fails to furnish contract and as the case may be shall proceed for blacklisting and the work order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm
3. Successful Bidder will have to furnish a performance guarantee up to 10% of the contract value in the shape of Bank Guarantee in favor of the Hospital Director KTH Peshawar
4. After delivery and acceptance of the Goods, its installation commissioning and inspection report from the technical member, the performance security shall be reduced to 02% of the contract price to cover the supplier's warranty obligations
5. The supply shall be authenticated by Quality Assurance or Technical department of KTH and end user/inspection committee.
6. All bidders shall comply with code of ethics formulated by Government.
7. The rates approved will remain effective till **30/06/2027**.

Evaluation Criteria for Procurement of Hospital Medical Gases & Related Items

Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100
(Technical Evaluation Marks: 70) (Qualifying Marks: 49)

Technical Evaluation Criteria		
Mandatory Requirements		
Parameter	Requirements	Obtained
Is your Firm Currently Blacklisted by any Government /Semi Government	Mandatory	
Certificate of Analysis and Purity Certificate Medical Grade Gases	Mandatory	
Has your Firm Successfully Commissioned Hospital Project in Pakistan of Similar nature	Mandatory	
Registration with Khyber Pakhtunkhwa Revenue Authority	Mandatory	
NTN/ GST	Mandatory	
Certificate for provision of Telemetry and Alarm System	Mandatory	
Valid Certificate/NOC FROM Explosive Department	Mandatory	
Provision of a hand-held maintenance free medical grade oxygen analyzer	Mandatory	
Category Based Requirement		
Description	Marks	Obtained
Firm's Performance		
Performance certificate against issue Work Order or Contract from Hospital or Medical Institution for liquid Oxygen Supply (2 Mark per certificate)	20	
Turn Over in Millions		
More than or Equal to 100 million	05	
(Pleas Provide relevant document as evidence. Attached authentic audit report or Bank statement)		
Availability of Medical Liquid Oxygen Storage with in the city (20 KL or more Liquid Oxygen Tank) (to be physically verified)	05	
Work order issued by Hospital or Medical Institution awarded in last two years		
Rs 75 million to 100 million	10	
Rs 50 million to 74 million	5	
Rs 20 million to 49 million	2	
Firm Experience (Manufacturing and Supply of Liquid Oxygen to Medical Institutions and Hospitals)	10	
More than 10 years	10	
More than 05 years	5	
More than 02 years	2	
Distance of Liquid Oxygen Production Plant from KTH (To be physically verified)	10	
Within 200 KM	10	
Within 400 KM	7	

More than 401 KM	3	
Firm having multiple Manufacturing Liquid Oxygen plants (addresses to be mentioned) (To be physically verified)	10	
More than TWO operational liquid oxygen manufacturing plants	10	
Two operational liquid oxygen manufacturing plants	05	
Total Marks	70	

(Qualifying Marks: 49)

Financial Criteria (30 Marks):

S #	Parameters	Sub-Parameters	Total Marks:30
1	Price	Lowest Price of Liquid Oxygen will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration (F)] x100 x 0.30	30

Total Marks (Technical Criteria + Financial Criteria): 100

Financial bids of only technically responsive bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **30** marks, the two scores will be combined to identify the best evaluated bid.

Merit Point Evaluation Methodology: Contract will be awarded to the best evaluated responsive bid which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services and post-warranty services etc

9. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklistment of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently
- Failure to complete the demand of Hospital

Conditions for debarment of Defaulted Bidder/Contractor

Failure or refusal to;

- Accept Purchases Order / Services order terms;
- Make supplies as per specifications agreed:
- Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Khyber Teaching Hospital MTI Peshawar.

Procedure for blacklisting and debarment

1. Competent authority of Khyber Teaching Hospital MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The show cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of three days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

10. REDRESSING OF GRIEVANCES

1. The procuring entity shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
3. The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

11. Award of Contract:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the KTH-MTI Peshawar duly attested by the Oath Commissioner/Notary Public within 15 days after award of contract.

12. Payment:

The payment will be made 100% after presentation of the delivery/completion/execution report of the contract and all other works described in Contract.

13. Terms & Conditions

- The delivery should be made within 30 days in case of local and 90 days for imported.
- If the supply is not done within the period mentioned in the supply order, penalty @ 2% will be charged upto 15 days and beyond 15 days the penalty will be charged @ of 5%.
- The bidder must register with Income / Sales Tax Department
- No advance payment will be permissible.
- The payment will be made after successful supply and inspection of all requisite items.
- The competent authority may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

AGREEMENT DEED (for successful bidder)

This agreement is made on _____ between M/S _____ through Mr. _____ having CNIC No. _____ Designation _____ Having its registered office at Official Address _____, hereinafter referred as 1st Party, which expression shall unless repugnant to the context mean and include these heirs, executors, administrators, successors, and assignees.

AND

MTH- Khyber Teaching Hospital through its Hospital Director (hereinafter referred as 2nd Party which expression shall unless repugnant to the context mean and include its successors-in-interest and assignees.

Whereas 1st Party is a Prominence Company Manufacturer of Medical Gases and in consequence of tender notice and quotation submitted by the 1st Party which was duly compared and negotiated with the purchase committee and is willing to supply Medical Gases as mentioned below and the 2nd Party being the competent authority is agreed to accept the Medical Gases on the following terms and condition: -

1. That the 1st Party shall abide by the order of 2nd party and authorities under whom it may from time to time be placed by the 2nd party.
2. The 1st party shall be bound to made supply as per requirement & order placed by the 2nd party whereas the 2nd shall be bound to make payment upon production of proper signed & stamped receipt as per the rates agreed between the parties.
3. The rates agreed upon shall be valid till 30.06.2027 which shall be extendable upon Mutual Understanding of both the parties.
4. The 1st party shall be responsible for the supply throughout the mentioned period without any break. In case of any fault/service/repair in the manufacturing /production plant is required, the 1st party will inform the 2nd party in advance and the 1st party shall be responsible to make alternate arrangements in order to ensure that supply to the Hospital is without any delay or break.

Sr #	NOMENCLATURE	UNIT	RATES INCLUSIVE OF TAXES (PKR)
1			

5. Liquid Medical Oxygen total quantity 20,000 L (02 VIE Tanks 10,000 L each) with evaporating coil and upstream system and Telemetry System installed by the 1st party would remain the property of the 1st party. At present Liquid Oxygen (VIE TANK 20,000 Qty 02Nos) with evaporating coil and upstream system installed at Khyber Teaching Hospital Peshawar will be returned to the 1st Party on cancellation of contract agreement by either party giving two-month prior notice However, the 1st party shall not stop supply of Medical Gases in notice period.
6. The 1st party shall be responsible for the service of Liquid Oxygen (VIE TANKS) with complete calibration of pressure gauges / safety valves installed at Khyber Teaching Hospital Peshawar on yearly basis and 2nd party shall be responsible for security and safety of VIE TANK and accessories.
7. The bills will be paid by 2nd party to the first party at an early date within Fifteen Days on submission of bills. However subject to fulfillment of all codal formalities furthermore the 1st party shall in no case stop the supply due to delay in clearance of financial bill.

8. The 1st Party shall refill the medical gas cylinders as per the requirement of the hospital. The daily consumption of the oxygen cylinder may exceed 100 cylinders/day in peak Covid days and the 2nd party staff will be responsible to arrange the empty cylinders stock for refilling.
9. The refilled cylinders shall be supplied with sealed valve otherwise the supply shall be rejected.
10. The 1st Party shall install Alarm panels for low level, low pressure, and High pressure the existing old alarm panel shall be replaced with new one.
11. Telemetry System installed by 1st party shall be monitored 24/7 by the 1st Party, however its monitoring access will also be provided to 2nd party or official so nominated, as per their demand and provision of required Monitors and network system in required place.
12. The 1st Party will be responsible to fill the VIE Tank before level drops to **50%**, and 1st Party and 2nd Party both will be responsible to monitor the VIE Tank Level 24/7.
13. In case of any shut down or maintenance / trouble shooting required in the VIE Tank, 1st party shall carry out the repair work and a backup tanker shall be arranged, however compressed cylinder must be arranged for any emergency in the Hospital.
14. Digital Content meter shall be installed with each VIE tank site to co-related it with analog content gauge of the VIE tank.
15. One PPM (Periodic Preventive Maintenance) per month of the complete VIE tank must be carried out by 1st Party.
16. Vaporizer for each VIE tank shall be installed with respect to the oxygen consumption of the hospital.
17. The 1st Party shall install Duplex panel with VIE tank The duplex panel must have the following specifications
 - a. Cryogenic Valves and Regulators.
 - b. Pressure Safety Valve before and after the regulators and isolating valves
 - c. Pressure gauges before and after the regulator
 - d. Bypass line.
18. The annual testing of the VIE Tanks shall be the responsibility of 1st party. The testing shall be carried out by certified 3rd party consultant at their own expenses.
19. The availability of refilled cylinders shall be ensured by the 1st party after receiving the demand /empty cylinders from 2nd Party and the same shall be refilled accordingly by 1st Party.
20. The 1st Party shall ensure the smooth supplies of liquid oxygen and cylinders during normal days and peak Covid days after receiving the demand /empty cylinders from 2nd Party and the same shall be fulfilled accordingly by 1st Party.
21. Purity Certificate must be provided with each supply of Liquid Medical Oxygen.
22. Operational, Maintenance and safety training on VIE Tank and Cylinders Handling shall be provided by the 1st Party to the 2nd Party's nominated staff once a year during the contract period.

23. The prices of Compressed Gases / Liquid Oxygen are exclusive of Sales Tax. All the Government Taxes and duties shall be payable by 2nd party. Please Note: Presently GST are applicable on these items as per govt rules, however, any changes in Sales Tax or if new taxes are imposed by Government, the same will be payable by the buyer.
24. Response time to the customer call for the purpose of maintenance or service shall be 06 hours in normal situation during working days after the written/ telephonic intimation of KTH management or technical staff.
25. In case of any dispute between the two parties, the matter shall be referred to both 1st party and 2nd Party and decision of both parties with mutual understanding shall be final. However, the 1st party shall not stop supply of Medical Gases during course of such dispute.
26. Either Party shall be at liberty to terminate this agreement upon two months prior notice.

Successful bidder
Mr.
Designation

Hospital Director,
Khyber Teaching Hospital MTI
Peshawar.

1st Party
Witness
Name:
CNIC No. _____

2nd Party
Witness
Name:
CNIC No. _____