Standard Bidding Document

SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD
(Goods)

National

Single Stage-Two Envelope

September 22, 2026

Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad),Secretary
50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad)** has reserved Funds for the procurement planned for FY **2026-27**. The **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the " **SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD**" with the reference of **"P117697"**

2. The **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/117697** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Friday, October 9, 2026 03:00 PM**. E-bids will be opened using **EPADS v2.0** on the same day at **Friday, October 9, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are 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 Procuring Agency 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. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 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 will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0.**

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute thedocuments required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of itsBid, all those documents establishing the Bidder’s eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents.The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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 will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)
Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;

2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency’s Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35 of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition’s precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of 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.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad)**

The subject of procurement is: **SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD**

Expected commencement date: **Sunday, February 28, 2027**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P117697**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **3**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, October 5, 2026

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. See (Annex-B) for Bid Data Sheet

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee**

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, October 9, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Friday***

Date: ***Friday, October 9, 2026***

Time *: **03:30 PM***

BDS Clause Number 14
ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP)

Eligibility Criteria	Document
1. Valid legal entity of the local firm e.g. (a) Certificate of Registration from SECP (along with latest certified copy of Form 29 and Form “A”) OR (b) Registrar of firms (along with Certified copy of Partnership Deed) OR (c) NTN Certificate in case of Sole Proprietor. Foreign firms must attach a similar certificate of registration from the respective registration body of their home country.	Yes
2. Certificate of registration with Income Tax & Sales Tax under relevant Authority. Foreign firms must attach a similar certificate of registration from the Tax Authority of their home country.	Yes
3. Affidavit on non-judicial stamp paper (of value PKR 100/-) that non-performance of a contract has not occurred within the last ten (10) years. The Employer may in case of poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his proposal and/or refer the case to the concerned forum(s).	Yes
3B. Upon such reference, the concerned forum(s) in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including blacklisting of such Bidder and debarring him from participation in future bidding for similar goods.	No

4. Provide litigation/dispute settlement history pertaining to any contract for the last ten (10) years (Form -12). In the event there is no litigation/dispute settlement history then provide an affidavit on non-judicial stamp paper (of value PKR 100/-) to this extent.	Yes
5. "Affidavit on non-judicial stamp paper (of value PKR 100/-) declaring "Applicant / Company is currently not blacklisted / defaulted by the Employer and/or Punjab Procurement Regulatory Authority (PPRA) for all procuring agencies."	Yes
6. Provide separate undertaking on non-judicial stamp paper (of value PKR 100/-) that the information supplied by the firm is correct (Form-13).	Yes
7. Bid Security of required amount to be submitted on or before time of submission of Bid.	Yes
8. Where applicable please provide Certificate / Agreement of sole agent / authorized agent of Manufacturer in Punjab / Pakistan for Equipment mentioned at Annex-I.	Yes
9. Certificate from the Manufacturer that the after sales / backup services shall be provided by the local sole agent and in case of change of local agent the Manufacturer will provide the after sales / backup services themselves OR through newly appointed agent for the period mentioned from the date of commissioning / acceptance by the user or post warranty service contract.	Yes
Note: • The Bid will be considered as responsive if it fully meets the tender requirements and specifications along with Compliance. The offer which is not as per the requirements of tender and specifications along with Compliance will be declared as non-responsive.	No

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**70**
Qualification Criteria	
Conformity to the Procuring Agency's Specifications (See Annex-III) (Quantitative)(Doc Required) Quoted Equipment is fully compliant with the required specifications **(30)** Quoted Equipment is compliant with Minor Deviations that does not affect clinical function **(25)**	30
Financial Soundness of Firm (Average Annual Turnover for the last three financial years + Available Bank Credit Line) (Qualitative)(Doc Required) 50 to 100 million or above **(20)**	20

Experience Record	
Supply Orders of Specific Medical Equipment mentioned at Annex-I, completed in last 5 years. “D= Net Value (in Rs. Million) of Supply Orders of Medical Equipment in last 5 years, mentioned at Annex-I” (Form 4 shall be filled) No marks will be given if the Proof of Supply Orders duly signed by the Client with amount clearly mentioned is not attached along with Form-04. Supply orders must be from Medical Institution in Pakistan. (Qualitative)(Doc Required) Supply Orders valued 10 to 20 million or more **(10)**	10
Installation Reports of Specific Medical Equipment completed in last 5 years. “E= No. of Installation Reports of Specific Medical Equipment in last 5 years, mentioned at Annex-I” (Form 5 shall be filled) No marks will be given if the Installation Reports duly signed by the Client is not attached along with Form -05. Installation Reports must be from Medical Institution in Pakistan. (Qualitative)(Doc Required) 3 to 5 or more Installation Reports **(10)**	10
Satisfactory Performance of Specific Medical Equipment completed in last 5 years. “F = No. of Satisfactory Performance Reports of Specific Medical Equipment in last five years, mentioned at Annex-I” (Form 6 shall be filled) No marks will be given if the Satisfactory performance certificates duly signed by the Client is. not attached along with Form -06. Satisfactory performance certificate must be from Medical Institution in Pakistan. (Qualitative)(Doc Required) 3 to 5 or more Satisfactory Performance Reports **(10)**	10
Staff Capabilities	

Project Manager/Engineer (M.Sc. (Physics/ Electronics)/ B.Sc. / B.E. / B.S. / B-Tech in Biomedical / Electrical / Electronic Engineering with 05 years of Experience in the Field of Installation/ Commissioning/ Maintenance of CTG Machines.) (Quantitative)(Doc Required) At Least One Project Manager **(2)**	2
Engineers (1 mark for each) M.Sc. (Physics/ Electronics)/ B.Sc. / B.E. / B.S. / B-Tech in Biomedical / Electrical / Electronic Engineering with 03 years of Experience in the Field of Installation/ Commissioning/Maintenance of CTG Machines. (Qualitative)(Doc Required) Two or more Engineers **(2)**	2
Diploma Engineers (1 mark for each) Diploma of Associate Engineering (DAE) Biomedical / Electrical / Electronic Engineering with 05 years of Experience in the Field of Installation/ Commissioning/ Maintenance of CTG Machines. (Qualitative)(Doc Required) Two or more Diploma Engineers **(2)**	2
Technicians (1 mark for each) Certificate with 02-year experience in the Field of Installation/ Commissioning/ Maintenance of CTG Machines. (Qualitative)(Doc Required) Two or more Technicians **(2)**	2
Trainings (1 mark for each) Any of above technical staff having Manufacturer Training on Specific Medical Equipment mentioned at Annex-I. (Must attach training certificate). (Qualitative)(Doc Required) Two or more Training Certificates **(2)**	2
Equipment Capabilities	

At Least one Multiparameter Analyser (Quantitative)(Doc Required)	2
At Least one Oscilloscope (Quantitative)(Doc Required)	1
At Least one Digital Multi meter (Quantitative)(Doc Required)	1
At Least one Analog Multi meter (Quantitative)(Doc Required)	1
At Least one Mechanical Toolkit (Quantitative)(Doc Required)	1
At Least one Bio Medical Equipment Toolkit (Quantitative)(Doc Required)	2
At Least one Electrical Safety Analyser (Quantitative)(Doc Required)	2

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
CTG Machines	Fetal monitoring transducers	**Address:** FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD **Schedule:** In reference to the Schedule of requirement in RFP Document, the entire quantity of the ordered goods shall be delivered by the supplier within 90 days or earlier from the date of issuance of Supply Order / Award Letter. **Quantity:** 3/Qty	3/Qty	50000 PKR	Manufacturer Authorization form	6 Years

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: CTG Machines

UNSPSC: Fetal monitoring transducers

Specifications / Requirementsss:

PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINE (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD				
Technical Specifications	Qty	Compliance		
		Yes	No	Deviation
ITEM NO 1: CTG MACHINE	3			
Cardiotocography (CTG) Machine is used for the recording of the fetal heartbeat and uterine contractions during pregnancy.				
Single, Twin or Triplet Ultrasound Color LCD Display				
Fetal monitor for Antepartum monitoring FHR range: 60-210 bpm				
ultrasound transducer with marker and recorder for FHR Sensitive frequency 2Mhz or less				
Alarms: Low Bradycardia, High Tachycardia, Strip chart recorder/ printer				

PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINE (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD				
Paper width size: 110 mm or more (The manufacturer shall ensure the availability of printing paper minimum for the next five years)				
Paper/record Speed: 1,2,3 cm/min				
220V/50Hz AC				
Accessories:				
Mobile Trolley Imported /local (Local Trolley Subject to approval of sample)				
20 paper rolls				
20 bottles of gel				
Country of Manufacturer				
USA / Europe / Japan				
Country of Origin				
Must be mentioned by the firm.				
Regulatory Compliance				
Offered model must be FDA 510K / MDD 93/42/EEC (CE)or MDR (CE) from Nando Notified Bodies /MHLW Approved.				
Warranty and Extended Warranty Contract: As per RFP				
User and Technical Training				
1. Clinical and application training for operator at site				

PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINE (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD				
2. Technical training for biomedical engineer and technician at installation site				
Warranty and Comprehensive Maintenance Contract				
• 01-year warranty/ guarantee period and sign a post warranty Service Contract including Parts with Procuring Agency for another 05 years. The bidder shall separately quote the price of annual comprehensive service contract inclusive of parts, glassware, detectors, coils, probes, batteries, cooling head etc.				
• Ensure provision of spare parts and consumables over 10 years				
• Warranty starts from the date of commissioning of equipment (properly installed, as per contractual specifications and handing)				
Note: Five Years Extended Annual Maintenance Cost after one year warranty period will also be quoted separately by the Bidder for Complete Package 22 at EPADS V2.0 Financial Section.				

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

c. “The Contract” means an agreement enforceable by law;

d. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

e. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

f. “GCC” means the General Conditions of Contract contained in this section;

g. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

h. **“**Day” means calendar day unless indicated otherwise.

i. “Effective Date” means the date on which this Contract comes into force and effect.

j. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

k. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

l. “Government” means the Government of Pakistan;

m. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

n. "Service" means any object of procurement other than goods or works;

o. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

p. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

q. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

r. “In Writing” means communicated in written form with proof of receipt;

s. “Local Currency” means the currency of Pakistan;

2. Application and Interpretation

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

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract 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 Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Services, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects,and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad), Secretary 50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad), Secretary
50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-301-851-8137
procurement@idap.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad), Secretary
50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
+92-301-851-8137
procurement@idap.pk

For the Bidder:

Name: ……………………..

Designation: ……………..

Address: ……………………………..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause 37

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P117697***

To: **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad), Secretary 50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad), Secretary 50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(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 provision of goods, viz., **SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD (*P117697*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. 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 related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Infrastructure Development Authority, Punjab (Establishment of Federal Government Polyclinic (PGMI-II), Islamabad), Secretary 50, B-III, Gulberg-III, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, 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 cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date}

Annexure

Instruction to Bidders (Annex-A)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Instruction to Bidders (Annex-A)** (page number: 73)

Bid Data Sheet (Annex-B)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bid Data Sheet (Annex-B)** (page number: 86)

General Conditions (Annex-C)

Information (Read-Only)

See Form Under Additional Forms and Documents: **General Conditions (Annex-C)** (page number: 89)

Special Conditions (Annex-D)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Conditions (Annex-D)** (page number: 97)

Schedule of Requirements (Annex-E&F)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Schedule of Requirements (Annex-E&F)** (page number: 102)

Sample & Bid Forms (Annex-G)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Sample & Bid Forms (Annex-G)** (page number: 105)

Annex-I (BOQ)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-I (BOQ)** (page number: 133)

Annex-II (Specifications)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-II (Specifications)** (page number: 134)

Annex-III (Eligibility & Qualification Criteria)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-III (Eligibility & Qualification Criteria)** (page number: 136)

Technical Bid

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Bid** (page number: 141)

Financial Bid

Please submit your financial bid as per the attached price schedule format.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Bid** (page number: 143)

Procurement Forms

Additional Forms and Documents

INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders (ITB)

1. INTRODUCTION

1. **GENERAL**

1.1. The Procuring Agency as mentioned in the Bid Data Sheet has allocated funds towards the cost of **"Hospital Equipment"**.

1.2. "The Bidder" means the individual or firm offering/participating in supplying, Installation, Commissioning & Maintenance of the goods under this Bidding Document.

1.3. Name of Contract

Procurement Of Supply, Installation, Commissioning & Maintenance of CTG MACHINES (PACKAGE NO. 22) on DDP Basis for Establishment of Federal Government Polyclinic (PGMI)-II at G-11/3, Islamabad

ELIGIBLE BIDDERS

1.4. This Invitation to Bidders (ITB) is open to all Manufacturers through their local / Pakistani Authorized Agents/ Importers / Distributors.

1.5. 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 procuring agency 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 ITB.

1.6. Bidder are not eligible to bid if they are under a declaration of ineligibility or have been currently blacklisted as stated in Eligibility Criteria.

1.7. **Joint Venture**

2.4. a **Joint Venture Agreement**

Firms may quote in a Joint Venture of two or more firms. Bidding Document shall be signed by all the members in the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Bidding Document at **EPADS V2.0**.

2.4.b. **No JV is required;**

i In case of Bidder quoting any item where cost of third party items is less than 10% of the total Bid Value.

ii For accessories & peripheral equipment.

2.4. c **Lead Member**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as Lead member during the bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture at **EPADS V2.0**.

2.4. d **Joint and Several Liability**

All members of the Joint venture shall be legally liable, jointly and severally, during the bidding period, and in the event of a successful bid in future, during contract execution.

2. **ELIGIBLE GOODS AND SERVICES**

2.1. Country of Manufacturer and Country of Origin shall be as mentioned in the desired applicable quality certificate submitted by the Bidder(s) and technical specifications attached herewith. Country of Manufacturer and Country of Origin should have commercial relations with Islamic Republic of Pakistan and shall have expenditures made under the contract limited to such goods and services.

2.2. For this purpose, the term “Goods” includes any goods that are the subject of this ITB and the term “Services” shall include related services such as insurance, transportation, inspection, installation, commissioning, maintenance etc.

2. THE BIDDING PROCEDURE

3. **SINGLE STAGE - TWO ENVELOPE PROCEDURE**

3.1. Bid shall comprise a single submission containing two separate sections on **EPADS V2.0** which contain separately the financial bid and the technical bid. Bid shall be submitted on **EPADS V2.0.**

3. THE BIDDING DOCUMENTS

5. **CONTENTS OF BIDDING DOCUMENTS**

5.1. 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 along with compliance
vi. Contract Form
vii. Manufacturer's Authorization Form
viii. Performance Bank Guarantee Form

ix. Bid Data Sheet
x. Bid Form
xi. Price Schedules

5.2. In case of discrepancies between the Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.

5.3. Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail on **EPADS V2.0**. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

5.4. 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.

CLARIFICATION OF BID DOCUMENTS

5.5. Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Agency through **EPADS V2.0**. In response to the clarification raised by the bidders, an addendum (if deemed appropriate) will be issued on **EPADS V2.0**, provided that such request is received no later than two (02) days prior to the deadline for submission of applications.

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 through issuance of appropriate addendum on **EPADS V2.0**.

6.2. Any addendum thus issued shall be part of the Bid Documents pursuant to ITB-5 hereof and shall be available at **EPADS V2.0** to all purchasers of the Bid Documents.

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 as deemed appropriate.

4. PREPARATION OF BIDS

7. **LANGUAGE OF BID**

7.1. 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 accepted in another language provided these are accompanied by an accurate and certified translation of the relevant passages in English by a certified translator. In such a case for the purposes of interpretation of the Bid, the translated version shall prevail.

8. **DOCUMENTS COMPRISING THE BID**

8.1. The Bid shall comprise of Two Sections on **EPADS V2.0**, one called the 'Technical Proposal' and the other the 'Financial Proposal', containing the documents listed in Bidding Data Sheet under the heading of IB 8.1 A & B respectively. Each bidder shall submit all the documents as specified in Bidding Data Sheet 8.1 A & B on **EPADS V2.0**. The Bidder shall submit the Bid Document with each page duly signed and stamped by the duly authorized representative of the Bidder.

9. **BID PRICES**

9.1. The prices and discounts (if any) quoted by the Bidder in the Financial 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/filled Separately and will be uploaded on the **EPADS V2.0**. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

9.3. The Bidder shall quote any unconditional discounts (if any) and the methodology for their application on **EPADS V2.0**.

9.4. The Prices quoted in the Price Schedule by the bidder for the goods demanded on the basis of package / lot shall also be quoted item wise separately along with the total package / lot price. This item wise quotation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency.

9.5. All bidders are instructed to quote **DDP Basis Prices** as mentioned in **Annex-I**. This includes all the risks and costs of delivering goods to an agreed-upon location**.** This means the seller is responsible for everything, including packaging, documentation, export approval, loading charges, and ultimate delivery at Site including custom clearance, DRAP approval, transportation to site, unloading at site and any pre delivery storage.

9.6. Price Schedule for Goods offered on DDP basis shall include the following: **(on EPADS V2.0)**

i. Model / Cat No.

ii. Name of Manufacturer / Principal

iii. Country of Manufacturer
iv. Country of Origin
v. Quantity of item
vi. Unit of accounting
vii. The unit price of the goods quoted on delivered duty paid (DDP) basis (all customs duties, GST and other taxes/expenses paid);
viii. GST (If applicable) will be mentioned separately in the Price Schedule on **EPADS V2.0**
ix. 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;
x. If the GST is increased after submission of the bids, the procuring agency will bear the difference in the cost; and
xi. The total price for the item in local currency

9.7. Final Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with Conditional price quotation shall be treated as non-responsive and shall be rejected.

9.8. Price Reasonability Certificate

(i) Bidder shall certify that prices quoted are not more than prices charged from any Procuring agency in Pakistan during last one year and in case of any discrepancy, bidder thereby undertakes to refund price charged in excess.

(ii) Bidder shall furnish price reasonability certificate as given at Form-16 of RFP at **EPADS V2.0**.

10. BID CURRENCIES

10.1 <u>Prices shall be quoted in Pakistani Rupees for goods offered on Delivered Duty Paid DDP basis.</u>

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

11.1. Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its technical 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.

11.2. The documentary evidence of the country of Manufacturer of the goods shall be confirmed by a Certificate issued by the Principal / Manufacturer at the time of submission of technical bid at **EPADS V2.0.**

11.3. 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) Detailed description of the essential technical and performance characteristics of the goods.

b) Also, an item-by-item commentary on the Procuring Agency's Technical Specifications along with Compliance demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specification at **EPADS V2.0.**

11.4. For purposes of the commentary to be furnished pursuant to ITB Clause 11.3(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 compliance to the Specifications that the substitutions ensure equivalence to those designated in the Technical Specifications.

12. BID SECURITY

12.1. The Bidder shall furnish Original Bid Security, in the favour of "Infrastructure Development Authority of the Punjab Fund" in the amount and currency specified at **Annex-I** prior to the deadline for submission of bid., Failing which shall result in rejection of Bid.

12.2. Scanned Copy of original bid security shall be attached on **EPADS V2.0**. Original bid security shall be submitted in the office of General Manager (Healthcare Projects -II), IDAP on or before bid submission date and time, failing which bid shall be rejected.

12.3. The Bid Security shall be in the form of CDR, Pay Order, Demand Draft, Banker Cheque or Bank Guarantee (Format as provided in this document at **Section G "Sample Forms, 1- BID Security**".

12.4. The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPRA-25, but not later than 28 days after the expiration of the period of Bid Validity. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement. The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.

12.5. The Bid Security may be forfeited/ en-cashed in case of following:

a. If a Bidder withdraws its bid during the period of bid validity; or
b. if the bidder does not accept the correction of his Bid Price ; or
c. If the Bidder fails to provide a Performance Bank Guarantee as required in this Bidding Document.
d. In the case of a successful Bidder, the Bidder fails to sign the Contract.

13. **BID VALIDITY**

13.1. Bids shall remain valid for the period mentioned in the Bid Data Sheet.

13.2. 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. If a bidder agrees to extend the validity of its bid, he will also confirm the extension in Bid security validity.

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5. SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS

14.1. Bidders are required to submit Technical Proposal and Financial Proposal for each Lot/Package (in which Bidders wants to participate) on **EPADS V2.0**. Bid will be submitted only on **EPADS V2.0**.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1. 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.

15.2. The Procuring Agency may, at its convenience, extend this deadline for submission of bids. 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.

15.3. Bids shall be submitted on **EPADS V2.0** on or before Bid Submission deadline.

15.4. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bid Data Sheet.

16. LATE BID

16.1. Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained.

17. WITHDRAWAL OF BIDS

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

6. OPENING AND EVALUATION OF BIDS

18. OPENING OF BIDS BY THE PROCURING AGENCY

18.1. Initially, only the “TECHNICAL PROPOSAL” shall be opened on the date and time as specified in the Bid Data Sheet. The Price Bids will remain unopened on **EPADS V2.0** until the specified time of its opening.

18.2. “FINANCIAL PROPOSAL” shall be remained un-opened on **EPADS V2.0**.

18.3. Procuring agency shall evaluate the technical proposal in a manner prescribed as per Eligibility Criteria & Qualification Criteria mentioned at **Annex-III**, without reference to the price and reject any proposal which does not conform to these requirements.

18.4. No amendment in the technical proposal shall be permitted during the Technical Evaluation.

18.5. After technical evaluation is completed, the Procuring Agency shall, invite through **EPADS V2.0**, only those bidders who have submitted substantially responsive Technical Proposal and who have been determined as being qualified to attend the opening of the Financial Proposal. The date, time, and venue for the Opening of Financial Proposal will be communicated through **EPADS V2.0**. Attendance of technically responsive Bidders at the opening of financial proposals is optional. The Purchaser will notify Bidders by uploading the Technical Evaluation Report through **EPADS V2.0** who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Financial Proposal will remain unopened in **EPADS V2.0**.

18.6. Financial proposals of only the technically responsive Bidders shall be opened on **EPADS V2.0** publicly in the presence of their representatives who choose to attend. The total prices will be read aloud and recorded.

18.7. a) 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 Package / lot / item price.

b) All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of Package / lot / item Price.

18.8. Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a unit rate and the total amount or between the words and figures, the former will prevail.

18.9. Bid found to be the lowest evaluated shall be accepted.

19. CLARIFICATION OF BIDS

19.1. During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through **EPADS V2.0 / Email** via email address **healthcare@idap.pk**, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

20. PRELIMINARY EXAMINATION

20.1. The Procuring Agency will examine the bids to determine whether these are complete, required sureties have been furnished, the documents have been properly signed by Authorized Representative, and the bids are generally in order.

20.2. The Procuring Agency may waive any minor discrepancy, nonconformity, or irregularity in a bid which does not constitute a material deviation.

20.3. Prior to the detailed evaluation, pursuant to ITB Clause 21 the Procuring Agency will determine the substantial responsiveness of each bid. For this purpose, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviation. Deviations from, or objections or reservations on critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21. EVALUATION AND COMPARISON OF BIDS

21.1. The Procuring Agency will evaluate and examine the bids which have been determined to be substantially responsive, pursuant to ITB Clause 20.

21.2. The Procuring Agency's evaluation of a bid will be on 'Delivered Duty Paid' (DDP).

21.3. The Bidder shall permit the Procuring Agency to inspect the bidder's accounts and records relating to the performance of the Supplies.

21.4. For the purpose of evaluation of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate of those currencies, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan.

21.5. Arithmetical errors will be rectified on the following basis.

a. 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.
b. If there is a discrepancy between words and figures, the amount in words will prevail.
c. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

22. ANNOUNCEMENT OF BID EVALUATION / GRIEVANCES REDRESSAL

a. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

b. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

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c. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

d. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

Note:

Grievance submitted on EPADS V2.0 if any, must also be submitted in any of the following forms.

1. Soft copy submitted as an attachment on the email address healthcare@idap.pk
2. Hard copy duly received at the Reception Desk, IDAP Office, Ground Floor, 50-B-3 Gulberg III, Lahore.

23. CONTACTING THE PROCURING AGENCY

23.1. 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.

23.2. 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 bids.

24. REJECTION OF BIDS

24.1. Notwithstanding anything stated in this document, the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid subject to provision of PPRA Rules. 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.

7. AWARD OF CONTRACT

25. ACCEPTANCE OF BID AND AWARD CRITERIA

25.1. The bidder with lowest evaluated bid under clause 18, 19, 20 & 21, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded contract within the original or extended period of bid validity.

26. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

26.1. The Procuring Agency reserves the right to increase or decrease the quantity of items originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions as per provisions in PPRA Rules 2014.

27. NOTIFICATION OF AWARD

27.1. Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing or email of acceptance of its bid by the Procuring Agency by issuing a separate letter of award against each project.

28. PERFORMANCE BANK GUARANTEE

28.1. The successful Bidder shall furnish Performance Bank Guarantee within 21 days from the date of issuance of letter of award. Upon submission of acceptable Performance Bank Guarantee and signing of Contract Agreement, the Bid Security will be returned to the Bidder. The amount of Performance Bank Guarantee is specified at Bid Data Sheet.

28.2. 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 of contract and forfeiture of the Bid Security. In which event the Procuring Agency may award the contract to the next lowest evaluated Bidder.

29. SIGNING OF CONTRACT

29.1. Upon furnishing of acceptable Performance Bank Guarantee under the Conditions of Contract, formal Agreement for the purchase of goods (on stamp paper as per Stamp Act 1899, cost of which shall be borne by the successful Bidder) between the Procuring Agency and the successful bidder shall be executed.

29.2. At the time of signing of contract, the Procuring Agency reserves the right to discuss delivery, installation, testing and commissioning schedules of any and all items.

29.3. Discussions will not be held for substantially altering:

a The technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;

b The terms and conditions of the Contract and;

c Anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful Bidder.

30. CORRUPT OR FRAUDULENT PRACTICES

(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 anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial 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 specified 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.

BID DATA SHEET

B. 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: **Infrastructure Development Authority of the Punjab (IDAP).**
ITB 1.2	The Bidder" means the individual or firm offering/participating in supplying, Installation, Commissioning & Maintenance of the goods under this Bidding Document.
ITB 1.3	Name of Contract **Procurement Of Supply, Installation, Commissioning & Maintenance of CTG MACHINES (PACKAGE NO. 22) on DDP Basis for Establishment of Federal Government Polyclinic (PGMI)-II at G-11/3, Islamabad**
	PREPARATION OF BIDS
ITB 8.1	**A.** The Bidder shall submit with its **<u>Technical Proposal</u>** the following documents: (a) Technical Bid Form (b) Original Bid Security in separate envelope (c) Technical Specifications of offered Equipment along with compliance provided in **Annex-II** at **EPADS V2.0** (Technical Section). (d) Manufacturer Authorization letter for each item. (e) Delivery Schedule in accordance with schedule of requirements (f) Installation, testing and commissioning Schedule in accordance with schedule of requirements g) Any other Document(s) as required in ITB. **B.** The Bidder shall submit with its **<u>Financial Proposal</u>** the following documents: (a) Financial Bid Form (b) Price Schedule of the equipment offered as provided in Financial Section of **EPADS V2.0.** (c) Price Schedule of the 5 years extended warranty cost of equipment as provided in Financial Section of **EPADS V2.0** (Where applicable) (d) Separate Proforma Invoice / Proforma Indent valid for opening of LC against each project as per details mentioned at **Annex-I.**
ITB 12.1	The Bid Security shall not be less than the amount mentioned against each Lot/ Package in Pak Rupees in the form of Bank Guarantee / Pay Order / Banker's Cheque/CDR from any Scheduled Bank in Pakistan or from a Foreign Bank duly counter guaranteed from any Scheduled Bank in Pakistan.
ITB 13.1	Bid Validity Period shall be **180 days** from the date of opening of technical bids.
	SUBMISSION OF BIDS

ITB 14.1	The identification of this bidding process is: **Tender No. <u>HCP/FGPC(PGMI)-II/ME-260807-3/P22</u>** **Tender Title:** **Procurement For Supply, Installation, Commissioning & Maintenance of CTG MACHINES (PACKAGE NO. 22) on DDP Basis for Establishment of Federal Government Polyclinic (PGMI)-II at G-11/3, Islamabad**
ITB 15.1	Deadline for bid submission: **9th October 2026 at 15:00 HRS PST at EPADS V2.0**
ITB 15.3	The Pre-Bid meeting will be convened on **26th September 2025 at 12:00 HRS PST at IDAP Office, 50-B3, Gulberg III, Lahore**. Bidder may send any query for acquiring knowledge regarding Bid documents through **EPADS V2.0.** In response to the clarification raised by the bidders, an addendum (if deemed appropriate) will be issued on **EPADS V2.0**, provided that such request is received no later than Two (02) days prior to the deadline for submission of applications.
ITB 18	**OPENING & EVALUATION OF TECHNICAL BIDS**
ITB 18.1	The Bid opening shall take place at: **IDAP Office, 50-B3, Gulberg III, Lahore on 9th October 2026 at 15:30 HRS PST.**
ITB 18.6	Opening of Financial proposals of only the technically responsive bidders shall be opened at **EPADS V2.0** in the presence of their representatives who choose to attend.
	CONTRACT AWARD
ITB 28.1	The successful Bidder shall furnish the separate Performance Bank Guarantee against each project equivalent to 10% of the amount of goods for which Letter of Award has been issued, from any Scheduled Bank in Pakistan or from a Foreign Bank duly counter guaranteed by any Scheduled Bank in Pakistan. The Performance Bank Guarantee Form is provided in the bidding documents. Upon submission of Performance Bank Guarantee and Signing of Contract Agreement, the Bid Security would be returned to the successful Bidder.

GENERAL CONDITIONS OF CONTRACT (GCC)

C. 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 Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

c. " Goods" means all 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. "Related / Incidental Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions or the labels, packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

e. "GCC" means the General Conditions of Contract contained in this section.

f. "SCC" means the Special Conditions of Contract contained in the relevant section of this document.

g. "The Procuring Agency" means the **Infrastructure Development Authority of the Punjab (IDAP).**"

h. "Day" means Calendar Day.

i. "Site" means;

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j. "Supplier" means the individual or firm selected for award of contract for supplying the goods or services under this contract..

k. "Consignee" means;

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l. "Eligible Countries" means all countries of the World with whom Islamic Republic of Pakistan has commercial relations.

APPLICATION

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

5. **PATENT RIGHTS**

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

6. **ENSURING STORAGE ARRANGEMENTS**

6.1. To ensure storage arrangements for the intended supplies, the supplier shall inform the General Manager/Senior Manager Healthcare Projects. IDAP two weeks before goods are loaded on ship. However, in case no space is available at Consignee's place at the time of supply, the General Manager/Senior Manager Healthcare Projects. IDAP shall, within two weeks to such intimation, inform the supplier, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the supplier abides by the revised time frame intimated in writing, he will not be penalized for this delay.

7. **INSPECTIONS, TESTS AND TRAINING**

7.1.

DDP BASIS

(a) For the Goods amounting to PKR 05 Million or above, inspection will be carried out at factory premises / warehouse / site in Pakistan at the cost payable by the supplier to a Third Party (duly approved by Procuring Agency). Local Inspection will also be carried out by Procuring Agency after receipt of stores at consignee site.

(b) For the Goods less than PKR 05 Million, local Inspection will be carried out by Procuring Agency after receipt of stores at consignee site.

7.2. The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Supplier'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.

7.3. Operational and preventive maintenance training required for the smooth operation of the goods shall be the responsibility of the supplier in accordance with the conditions contained in Technical Specifications.

7.4. The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Supplier'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.

7.5. Operational and preventive maintenance training required for the smooth operation of the goods shall be the responsibility of the supplier in accordance with the conditions contained in Technical Specifications.

8. DELIVERY AND DOCUMENTS

8.1. The Supplier 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 Supplier are specified in SCC.

9. INSURANCE

9.1. The goods supplied under each contract shall be delivered to the Procuring Agency’s designated premises after the payment of cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the consignee at Site. Hence, marine and transit insurance to site shall be the responsibility of the Supplier. The Supplier shall ensure insurance in advance in full on prevailing premium rates before the opening of LC of the Goods for each project on the behalf of the Purchaser for which the cost is inclusive in the Contract Price

10. TRANSPORTATION

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

10.2. The goods shall be supplied at Site as per Schedule of Requirements on the risk and cost of the Supplier. Transportation including loading/unloading of goods shall be the responsibility of Supplier.

11. INCIDENTAL SERVICES

The Supplier will be required to provide to the Procuring Agency incidental services at its own cost. No additional amount shall be payable by the Procuring Agency in this regard.

12. WARRANTY / GUARANTEE

12.1. The time period of warranty / guarantee means the period of Twelve **(12) Months** from the date on which the items have been commissioned and demonstrated to the Procuring Agency and accepted in writing or 18 months from the date of delivery at site.

12.2. During the period of warranty / guarantee, the Supplier shall rectify at its own expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the Procuring Agency or the consignee; the notice shall indicate in what respect the goods have developed a fault.

12.3. The provisions of this clause include all the expenses that the Supplier may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at Site as per clause 12.2.

12.4. Warranty also includes the replacement of consumable items. Consumables means a component, part, or material that is gradually used up or degraded during normal equipment operation and requires periodic replacement as part of preventive or corrective maintenance to ensure continued performance and safety of the device.

12.5. The Bidder shall provide undertaking for supply of spare parts, kits and chemicals, consumables, disposables, films etc. for at least 10 years (where applicable).

12.6. The Bidder shall **separately quote the price of Annual Comprehensive Extended Warranty inclusive of all types of parts & consumables, for the post warranty period of 05 years**. The Supplier shall remain responsible for providing after sale services after expiry of 01-year warranty / guarantee period and sign a post warranty Service Contract including Parts with consignee for a period of 05 years (if required by the consignee).

12.7. **Net Present Value (NPV)** based calculation, shall be applied to 05 Years Extended Warranty Prices quoted by bidders. Criteria for Financial Evaluation is mentioned in the Price Schedule. The Bidder achieving the lowest rates in Equipment Cost and NPV based Cost in Extended Warranty Prices will be awarded the Contract. NPV based calculation is only for financial evaluation, the contract will be awarded as per actual quoted rates.

13. PAYMENT

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

14. ASSIGNMENT

14.1. The Supplier 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.

14.2. The procuring agency may assign any or all rights and responsibilities to another agency or entity.

14.3. The Contract for the Extended Warranty at the rates quoted by the supplier will be assigned to consignee. Consignee may have an Extended Warranty Contract with the supplier and supplier will have no objection and shall execute an instrument or document to this effect. Accordingly, all rights and liabilities under the Extended Warranty Contract shall be transferred to consignee.

15. DELAYS IN THE SUPPLIER’S PERFORMANCE

15.1. Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. Any undue delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages under clause GCC 16.1.

15.2. If at any time in the course of performance of the Contract, the Supplier encounters anything impeding timely delivery of the goods, he shall promptly notify the General Manager/Senior Manager Healthcare Projects, IDAP in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Supplier's notice, the General Manager/Senior Manager Healthcare Projects, IDAP shall evaluate the situation and may, depending on merits of the situation, extend the Supplier's time for delivery of goods.

16. **PENALTIES**

16.1. In case of late delivery, penalty as specified in SCC will be imposed upon the Supplier / 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.

16.2. During the Warranty/Extended Warranty contract period if the uptime percentage at the end of each Warranty / Extended Warranty Contract year falls short of 95% the following formula will be applied to determine additional days in the Warranty / Extended Warranty Contract period:

The record of downtime will be maintained by the consignee:

a. 100% - 95% No Penalty

b. <95% - 90% The Warranty / Extended Warranty Contract period will be extended by 1.5 times the number of days as extra down time.

c. <90% - 80% The Warranty / Extended Warranty Contract period will be extended by 2.0 times the number of days as extra down time.

d. Below 80% The Warranty / Extended Warranty Contract period will be extended by 3.0 times the number of days as extra down time.

17. **TERMINATION FOR DEFAULT**

17.1. (a) The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate this Contract in whole or in part if:

(i) The Supplier fails to deliver or install any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;

(ii) The Supplier fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency.

(b) In the event, the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 17.1 (a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Incidental Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) The Supplier has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

FORCE MAJEURE

17.2. The Supplier shall not be liable for forfeiture/encashment of its Performance Bank Guarantee / 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 wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof.

The Procuring Agency, 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 General Manager/Senior Manager Healthcare Projects, IDAP on behalf of Procuring Agency, in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

18. **TERMINATION FOR INSOLVENCY**

18.1. 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 that event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

19. **ARBITRATION AND RESOLUTION OF DISPUTES**

19.1. The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

19.2. 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 through arbitration in accordance with the Arbitration Act, 1940.

19.3. In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator shall be mutually appointed by the Procuring Agency and the Suppliers. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties. The location of the arbitrator shall be Lahore, Pakistan.

20. **PACKING**

20.1. The Supplier 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 be taken into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

20.2. 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.

21. **GOVERNING LANGUAGE**

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

22. **APPLICABLE LAW**

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

23. **PERFORMANCE SECURITY**

23.1. The Supplier shall submit a performance security as specified in the SCC.

24. **NOTICES**

Procuring Agency's address for notice purposes:
INFRASTRUCTURE DEVELOPMENT AUTHORITY OF PUNJAB
50, B3, Gulberg III, Lahore.

SPECIAL CONDITIONS OF CONTRACT (SCC)

D. Special Conditions of Contract (SCC)

1. **INSPECTIONS, TESTS AND TRAINING (GCC CLAUSE 7)**

GCC 7.1, 7.2 & 7.3 The goods received by the Procuring Agency from the Supplier will be thoroughly inspected and examined and a committee constituted by the Procuring Agency to make sure that the goods received conform to the specifications laid down in the bidding documents and which have been approved by the Procuring Agency. The Committee will furnish its inspection report and any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.

2. **DELIVERY AND DOCUMENTS (GCC CLAUSE 8)**

GCC Clause 8.1

Goods supplied on DDP basis:

The Bidder shall provide the following documents at the time of delivery of goods to the Site Store/ Warehouse for verification duly completed in all respects.

i. Original Delivery Note (Delivery Challan) showing item's description, make, model, quantity and any other information like Lot Number, Serial Number (if applicable).
ii. Original Invoice showing per unit cost, total amount, item's description, make, model and any other information like Lot Number, Serial Number (if applicable).
iii. Original Sales Tax Invoices (where applicable) showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).
iv. Manufacturer’s or Bidder’s warranty certificate.
v. Certificate of Country of Origin of goods (means the country where goods are manufactured).

3. **INSURANCE (GCC CLAUSE 9) DDP Basis:**

Insurance coverage is Supplier's responsibility as per GCC 9.1. As the goods supplied under the Contract are 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.

CUSTOM CLEARANCE:

I. The supplier's clearing agent will arrange the clearance of the consignment and will deliver the same to the consignee on prepaid freight basis, all clearance charges will be borne by the Supplier. Consignee will however provide only the related documents for exemption of taxes & duties at any stage for custom clearance purpose.

II. Any other documents required for clearance i.e. approval of DRAP will be arranged by the Supplier. Consignee/Procuring agency will facilitate in this regard.

III. The non-negotiable documents viz, signed copies of commercial invoices, packing list, literature and bill of lading/Airway bill should be dispatched immediately to reach the LC Opening Bank within three days of arrival of shipment in case of shipment by air and before arrival in case of shipment by sea. Failure to do so will render the suppliers responsible for the loss occurred if any by the consignee due to this delay.

IV. In case of non-clearance of the stores due to late receipt or incomplete shipping documents (not being in conformity with the contract) the supplier will be held fully responsible for payments of demurrage & detention charges etc.

4. **DEMURRAGE & DETENSION CHARGES:**

Any demurrage & detention charges incurred due to reasons mentioned below shall be paid by the supplier;

I. Owing to delay in forwarding the relevant and complete set of non-negotiable shipping documents complete and accurate in all respect.

II. The non-negotiable shipping documents complete in all respect shall be dispatched by registered airmail immediately after shipment of the consignment. If the supplier fails to observe this condition all charges will be paid by the supplier.

NOTE:

1. If the supplier envisages or is notified by the consignee for any prospective delay due to any reason which may cause demurrages & detention charges, supplier will take appropriate measures including but not limited to releasing the container, buying the container, moving the shipment to warehouse at his own risk & cost.
2. Any demurrages, detention or all other charges etc. if incurred are to be immediately paid by the supplier for timely clearance of shipment. Any charges liable to be paid by the consignee may be claimed later at the time of balance payment.
3. In case non-negotiable documents are not available, the negotiable documents including copy of commercial invoice showing the price shall be sent to LC Opening Bank with the condition that non-negotiable documents will be submitted on receipt. If the authority has to incur any expenditure for want of non-negotiable documents the same shall also be recovered from the supplier in addition to the demurrage & detention, if incurred.

5. **PAYMENT (GCC CLAUSE 13)**

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

Goods supplied on DDP basis:

a) Payment shall be made in Pak Rupees.
b) The Procuring Agency shall pay 90% of the invoice value against delivery of Goods at Site, after Inspection Report furnished by the Inspection Committee nominated by Procuring Agency.
c) The payment will be made to the Bidder within 30 days of the receipt of Original Delivery Challan, Invoice and Third Party Inspection Report (where applicable).
d) The remaining 10% of the invoice value will be paid on submission of installation and commissioning certificate by the supplier.

7. **PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)**

GCC 16.1

Goods supplied on DDP basis:

(a) In case deliveries are not completed within the time frame specified in the schedule of requirements, a Notice will be served to the Bidder which will be followed by liquidated damages and the procuring agency may terminate the Contract to the extent of undelivered portion of Goods.
(b) Late delivery charges / liquidated damage will be calculated at the rate of 0.1% per day of the cost of un-delivered quantity of goods. The maximum amount of liquidated damages shall not exceed 10% of the cost of late delivered goods.
(c) Once the cumulative amount of liquidated damages reaches ten percent (10%) of the un-delivered quantity of goods, the Procuring Agency may rescind the contract, without prejudice to other courses of action and remedies open to it.
(d) If the Bidders fails to complete the supply of goods, the amount of Performance Bank Guarantee to the extent of undelivered portion of supplies of relevant Goods may be forfeited/encashed into the Procuring Agency's account and the Bidder may be blacklisted.
(e) If the Bidder fails to supply the whole of the Goods, the entire amount of Performance Bank Guarantee may be forfeited / encashed into the Procuring Agency's account and the Bidder may be blacklisted.
(f) If the Bidder fails to install the supplied Goods, the entire amount of Performance Bank Guarantee may be forfeited / encashed into the Procuring Agency's account and the Bidder may be blacklisted.

8. **PERFORMANCE GUARANTEE (GCC CLAUSE 24.1)**

The successful Bidder/Manufacturer/Foreign Principal shall furnish Performance Guarantee against the letter of award in the shape of Bank Guarantee within 21 days after issuance of letter of award. The Performance Guarantee will be equal to 10% of the amount of goods for which Letter of Award has been issued by any Scheduled Bank in Pakistan or from a Foreign Bank duly counter guaranteed by any Scheduled Bank in Pakistan. The Performance Bank Guarantee will remain with the procuring agency till satisfactory completion of Twelve (12) Months Warranty period, which starts from commissioning / hand over date of medical equipment.

SCHEDULE OF REQUIREMENTS

E. SCHEDULE OF REQUIREMENTS

1. SCHEDULE OF REQUIREMENTS

Goods supplied on DDP Basis:

a) The entire quantity of the ordered goods shall be delivered by the supplier within **120 days** or earlier from the date of issuance of Supply Order / Award Letter.

b) Procuring agency may extend delivery period as per GCC clause No. 6.1 and 15.2.

c) The delivery period shall start from the date of issuance of Award Letter. The installation, commissioning and testing shall be completed within 30 days from the date of handover of site to supplier by Procuring Agency

F: TECHNICAL SPECIFICATIONS

SPECIFICATIONS

The Technical Specifications along with Compliance are attached at **ANNEX-II**

SPECIAL NOTE:

i. The above technical specifications are provided for encouraging widest possible competition among the firms. However, inadvertently if a brand name, catalogue No. / Name etc. is used in Technical Specifications, it has only been used for the reference purpose. Goods offered "AT LEAST EQUIVALENT" to requisite specifications shall also be considered.

ii. Minor deviations which do not affect the clinical function, will be acceptable.

iii. Equipment must be inclusive of all the standard accessories.

iv. UPS / Power protection for the equipment shall be incorporated in the systems.

v. Stabilizers for sophisticated plug & play equipment (Where applicable) will be provided by the firms.

vi. The internal civil and MEP work if any required for the equipment installation will be carried-out by the Supplier.

vii. Supplier must provide the User / Technical / Maintenance / Service manuals and Service Keys with each equipment.

SAMPLE FORMS

G. SAMPLE FORMS

(To be submitted in the name of Procuring Agency i.e. Infrastructure Development Authority of the Punjab)

1. BID SECURITY
(Bank Guarantee)

Bank Guarantee No.
Date of Issuance:
Expiry Date:
Amount:
Amount in words:
Name & Address of Issuing Bank:
Name & Address of Bidder:

Bid Reference No. ____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto ____

(Hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated ______ for Bid No. _______ for_______(Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant

to Clause 12.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

FOR AND ON BEHALF OF ISSUING BANK

ISSUING BANK SEAL WITH SIGNATURES

2. PERFORMANCE BANK GUARANTEE FORM

(To be submitted in the name of Procuring Agency i.e. Infrastructure Development Authority of the Punjab)

FORM OF PERFORMANCE BANK GUARANTEE
(Bank Guarantee)

Bank Guarantee No.
Date of Issuance:
Expiry Date:
Amount:
Amount in words:
Name & Address of Issuing Bank:
Name & Address of Bidder:

Notification of Award No. ______________________________Dated ________________
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Notification of Award (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the ____ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Notification of Award for _________ ____________________________________ (Name of Contract) for the _________________

___________________________________ (Name of Project).

NOW THEREFORE, if the Principal (Supplier) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said documents during the original terms of the said documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 24.1 of GCC, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, ______________________________________ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

FOR AND ON BEHALF OF ISSUING BANK

ISSUING BANK SEAL WITH SIGNATURES

3. MANUFACTURER'S AUTHORIZATION FORM

[SEE CLAUSE 11.1 (A) OF THE INSTRUCTION TO BIDDERS]

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 / guarantee 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]   [Dated:______]

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 AGREEMENT FORM

THIS AGREEMENT made the _____ day of __________ 20** between Infrastructure Development Authority of the Punjab (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] for following project;

"Name of Project"

and has accepted a bid by the Bidder for the total sum of [contract price in words and figures] for Equipment Cost (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract Agreement after incorporation of addendum (if any), viz.:
   a. The Contract Agreement;
   b. The Procuring Agency's Award Letter;
   c. The Bid Form;
   d. The Special Conditions of Contract;
   e. The General Conditions of Contract;
   f. The Price Schedule submitted by the Bidder;
   g. The Schedule of Requirements;
   h. The Technical Specifications;
   i. The Performance Bank Guarantee,
   j. The Extended Warranty Contract (when signed);

   In the event of any discrepancy or inconsistency in the above documents, the documents shall prevail in the order listed.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract Agreement.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed in the Contract Agreement.
5. The Contract Agreement may be varied or amended only by mutual consent of the Parties. All such variations and amendments shall be binding only if they are in writing and signed by the duly authorized representatives of the Parties.
6. A waiver by either Party, in respect of any obligations under the Contract Agreement, shall only be effective if it is agreed upon by the other Party in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other obligation or provision of the Contract Agreement.
7. The parties acknowledge that if a dispute between the parties arise out of this agreement whereby:
   i. Any provision of this agreement proves unfeasible or is against the constitutional rights accrued or
   ii. Any provision of this agreement shall be held or made invalid by any court of law, such provision shall be considered as non-existing or expunged / removed from the instant agreement while the remaining contract shall remain intact.

IN WITNESS whereof the parties hereto have caused this Contract Agreement to be executed in accordance with the laws of Islamic Republic of Pakistan on the day and year first above written.

Signed & Stamped by
Authorized Representative of Bidder

Signed & Stamped by
Authorized Representative of Procuring Agency

Witness No. 1 ______________

Witness No. 2

BID FORMS

TECHNICAL BID FORM

To:

Infrastructure Development Authority of the Punjab
50, B-3, Gulberg III, Lahore, Pakistan

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;

(b) We offer to execute and complete in conformity with the Bidding Documents for the following Lots

1.
2.
3.

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 06 months from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid till validity of bid period.

(e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with Bidding Documents (as applicable).

(f) We agree to permit Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance Bidding Documents.

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

Date:

Name:
Designation:
Signature:
Company seal:
Address:

Form -1

General Information

1.	Name of Firm	
2.	Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	7. Year of incorporation/registration
8.	NTN#	
9.	Name, Designation and Mobile Number of Firm's Representative	

Detail of Owners/ Directors

	Name	Designation	Nationality
1.			
2.			
3.			
4.			
5.			

INFRASTRUCTURE DEVELOPEMENT AUTHORITY PUNJAB HealthCare

Form -2

Joint Venture Summary

Names of all Members of a Joint Venture
1. Lead Member
2. Member
3. Member

Form -3

Financial Soundness

Name of Applicant

A copy of the audited financial statements of the past three (3) financial years must be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years.

Financial information in Pak Rupees	**FY2022-2023**	**FY2023-2024**	**FY2024-2025**
Annual Turnover			
Total Assists			
Total Liabilities			
Net Worth			
Working Capital			
Current assets			
Current liabilities			
Profits before taxes			
Profits After taxes			
Total Debt			
Total Equity			
Total Revenue			

Form -4

Summary of Supply Orders

Name of Applicant

Project Name Description of Equipment Supplied	Employer Name	Year of Completion	Location

NOTE:

1. ***Provide separate form for each LOT Applied***
2. ***Provide Proof of Supply Orders from Client***

Form -5

Summary of Installation Reports

Name of Applicant

Project Name Description of Equipment Installed	Employer Name	Year of Completion	Location

NOTE:

3. ***Provide separate form for each LOT Applied***
4. ***Provide Proof of Installation Reports from Client***

Form -6

Summary of Satisfactory Performance Reports

Name of Applicant

Project Name Description of Equipment Supplied/Installed	Employer Name	Year of Completion	Performance (Satisfactory/ Not Satisfactory)

NOTE:

1. ***Provide separate form for each LOT Applied***
2. ***Provide Satisfactory Performance Report from Client***

Form -7

Personnel Capabilities

Name of Applicant: ____

Applicant (Lead Member &/or JV Member of a Joint Venture, in case of JV)

Name of Candidate	*Designation	Qualification	Years of Experience

* **Note**: *Please mention designation of your staff according to RFP Criteria (18.3.b Category D Personnel Capabilities) i.e. Project Manager / Service Engineer / Diploma Engineer / Technician as per their qualification and experience.*

Form -8

Staff Information Individual

(To be filled for each technical staff)

Name of Applicant: ____

Applicant (Lead Member &/or JV Member of a Joint Venture, in case of JV)

Present Employer Name	
Name of Staff:	
Position / Designation with Current Employer	
Job title to be assigned in this project	
Total Years of Experience:	
Years with present employer	
Professional Qualification:	
Date of Birth:	
CNIC No.	
Contact Number:	

Summarize professional Job experience in reverse chronological order.

From	To	Company	Project	Position	Relevant Technical & Management Experience

Summarize Trainings undertaken from **Manufacturer** in reverse chronological order.

From	To	Manufacturer Name	Training Title	Training Location	Trainer Name

*Attach Experience Certificates and Training Certificates of each staff.

Form -9

DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT

[To be submitted on Company Letterhead]

TO WHOM IT MAY CONCERN

PROJECT: ______________________________

SUBJECT: DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT & AVAILABILITY

We hereby certify that the personnel nominated in Form-7 are employed by our firm and are available for the above-mentioned Assignment in Pakistan.

Yours Sincerely,

COMPANY NAME:

____

AUTHORIZED REPRESENTATIVE

Infrastructure Developement Authority Punjab HealthCare

Form -10

Equipment Capabilities

Name of Applicant

Sr. No	Equipment Nomenclature	Quantity of Equipment

Form -11

DECLARATION OF OWNERSHIP/LEASE OF EQUIPMENT

[To be submitted on Company Letterhead]

TO WHOM IT MAY CONCERN

PROJECT:

SUBJECT: DECLARATION OF OWNERSHIP OF EQUIPMENT

We hereby certify that the equipment mentioned in Form-10 is owned by our firm and is available in Pakistan for the above-mentioned Assignment.

Yours Sincerely, COMPANY NAME:

____

AUTHORIZED REPRESENTATIVE

Form -12

Litigation History for the last Ten (10) Years

Name of Applicant: ____
(Lead Member & JV Member of a Joint Venture, in case of JV)

Description of Contract	Year	Name of Client, Cause of litigation and matter in dispute	Disputed amount (Current value in PKR or US$ equivalent)	Award FOR or AGAINST Applicant	Remarks by Applicant (Result / Pending)

Attach Affidavit on non-judicial stamp paper (PKR 100) that non-performance of a contract has not occurred within the last ten years.

HealthCare

Form -13

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

(To be printed on Stamp Paper of value PKR 100/- and attested by a designated oath commissioner)

Name: ____

(Bidder or Each Member of Joint Venture)

I, the undersigned, do hereby solemnly affirm and declare that all the statements made in the Pre- Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Infrastructure Development Authority of the Punjab (IDAP) deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the IDAP.

IDAP undertakes to treat all information provided as confidential.

[Signed by an authorized Officer of the firm]

Name of Deponent Officer: ______________________

Title of Deponent Officer:______________________

Name of Firm: ______________________________

Date: ______________________________

VERIFICATION:

Verified on oath at ______ [name of place where deponent took this oath] on this ____ day of the month of _______, 20** that all information provided above is true and nothing has been concealed therefrom.

[Signed by an authorized Officer of the firm]

Form -14

Joint Venture Agreement
(Applicable to Joint Venture Only)
(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:
____

____

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

[Name and address of the Applicant firm]
Who, for the purpose of this Agreement shall hereinafter called "Lead Member". They

hereby declare:

1. That they will legalize a Joint Venture in case the Contract is awarded to JV.
2. That they have nominated __________(name of the Lead member) as the Lead Member of the Joint Venture.
3. That they authorized Mr. /Ms. __________(name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
4. That all members of the Joint Venture shall be liable jointly and severally for the successful completion of scope of works under the contract.
5. That this Joint Venture is constituted for the purpose of supply, installation, commissioning and maintenance of medical equipment.
6. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer. signed for and on behalf of [Name of the Lead Member]

Signature Name: ______________________
Designation: ______________________
Date: ______________________
Seal ______________________

1. Signed for and on behalf of [Name of the Lead Member]

Signature ______________________
Name: ______________________
Designation: ______________________
Date ______________________

Form -15

Power of Attorney for Lead Member of Joint Venture (JV)

(Applicable to Joint Venture Only)

[To be printed on a PKR 100 stamp paper]

Whereas the Infrastructure Development Authority Punjab (IDAP) has invited Application for ____

Whereas, it is necessary for the JV to designate one of the JV Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's Application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,_____________having our registered office at_______________, M/s.__ ________________, having our registered office at___________________, and M/s.__________________________, having our registered office at_____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at_____________________________, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us/ JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS______DAY OF__20**.

For: (Signature) ____

(Name, Title and Address)

For: (Signature) ____

(Name, Title and Address)

Witnesses: 1.
(Executants) For:
(Name, Title and Address) ______________________________

Witnesses: 2
(Executants) For:
(Name, Title and Address) ______________________________

(To be executed by all the Members of the Joint Venture) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Form -16

AFFIDAVIT FOR PRICE REASONABILITY CERTIFICATE

(To be printed on PKR 100 Stamp Paper)

Name: ____________________________________

I, the undersigned, do hereby certify that prices quoted against this tender are not more than the prices charged from any other Procuring Agency in the country during last one year and in case of any discrepancy, the bidder / tenderer hereby undertake to refund the price charged in excess.

Signed by an authorized Officer of the firm

Title of Officer
Name of Firm
Date

Form-17

Financial Bid Form
(Provide separate form for each Lot/Package Applied)

1. BID FORM

To: IDAP
Lahore

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 Rs.**
[Bid Amount in words ______________________________only]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

2. The free of cost / 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 a performance security in shape of unconditional guarantee of a bank in the sum of 10% of the Goods 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 06 months from the date fixed for bid opening and it shall remain binding upon us.
6. Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and/or 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.

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

Date:

Name:
Designation:
Signature:
Company seal:
Address:

ANNEX-I

LIST OF MEDICAL EQUIPMENT (BOQ)

CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS FOR.

FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD

SN	Items Description	Qty
1	CTG MACHINES	3

BID SECURITY FOR (PACKAGE NO. 22)

Fifty Thousand Pak Rupees Only	Rs. 50,000

ANNEX-II
TECHNICAL SPECIFICATIONS

PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINE (PACKAGE NO. 22) ON DDP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD				
Technical Specifications	**Qty**	**Compliance**		
		Yes	**No**	**Deviation**
ITEM NO 1: CTG MACHINE	**3**			
Cardiotocography (CTG) Machine is used for the recording of the fetal heartbeat and uterine contractions during pregnancy.				
Single, Twin or Triplet Ultrasound Color LCD Display				
Fetal monitor for Antepartum monitoring FHR range: 60-210 bpm				
ultrasound transducer with marker and recorder for FHR Sensitive frequency 2Mhz or less				
Alarms: Low Bradycardia, High Tachycardia, Strip chart recorder/ printer				
Paper width size: 110 mm or more (The manufacturer shall ensure the availability of printing paper minimum for the next five years)				
Paper/record Speed: 1,2,3 cm/min				
220V/50Hz AC				
Accessories:				
Mobile Trolley Imported /local (Local Trolley Subject to approval of sample)				
20 paper rolls				
20 bottles of gel				
Country of Manufacturer				
USA / Europe / Japan				
Country of Origion				
Must be mentioned by the firm.				
Regulatory Compliance				
Offered model must be FDA 510K / MDD 93/42/EEC (CE)or MDR (CE) from Nando Notified Bodies /MHLW Approved.				
Warranty and Extended Warranty Contract: As per RFP				
User and Technical Training				
1. Clinical and application training for operator at site				
2. Technical training for biomedical engineer and technician at installation site				
Warranty and Comprehensive Maintenance Contract				
• 01-year warranty/ guarantee period and sign a post warranty Service Contract including Parts with Procuring Agency for another 05 years. The bidder shall separately quote the price of annual comprehensive service contract inclusive of parts, glassware, detectors, coils, probes, batteries, cooling head etc.				
• Ensure provision of spare parts and consumables over 10 years				

• Warranty starts from the date of commissioning of equipment (properly installed, as per contractual specifications and handing)				
Note: Five Years Extended Annual Maintenance Cost after one year warranty period will also be quoted separately by the Bidder for Complete Package 22-R at **EPADS V2.0** Financial Section.				

ANNEX-III

Eligibility Criteria

(Relevant Information/attachments will be provided at EPADS V2.0)

The applicants (Firm / Joint Venture) fulfilling the following basic eligibility criteria shall only be considered for further evaluation. The applicant firm and all the members (in case of JV) have to meet in full the basic eligibility criteria (relevant documents to be attached).

1. Valid legal entity of the local firm e.g.
(a) Certificate of Registration from SECP (along with latest certified copy of Form 29 and Form "A") OR
(b) Registrar of firms (along with Certified copy of Partnership Deed) OR
(c) NTN Certificate in case of Sole Proprietor.
Foreign firms must attach a similar certificate of registration from the respective registration body of their home country.

2. Certificate of registration with Income Tax & Sales Tax under relevant Authority. Foreign firms must attach a similar certificate of registration from the Tax Authority of their home country.

3. Affidavit on non-judicial stamp paper (of value PKR 100/-) that non-performance of a contract has not occurred within the last ten (10) years. The Employer may in case of poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his proposal and/or refer the case to the concerned forum(s). Upon such reference, the concerned forum(s) in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including blacklisting of such Bidder and debarring him from participation in future bidding for similar goods.

4. Provide litigation/dispute settlement history pertaining to any contract for the last ten (10) years (Form -12). In the event there is no litigation/dispute settlement history then provide an affidavit on non-judicial stamp paper (of value PKR 100/-) to this extent.

5. "Affidavit on non-judicial stamp paper (of value PKR 100/-) declaring "Applicant / Company is currently not blacklisted / defaulted by the Employer and/or Punjab Procurement Regulatory Authority (PPRA) for all procuring agencies."

6. Provide separate undertaking on non-judicial stamp paper (of value PKR 100/-) that the information supplied by the firm is correct (Form-13).

7. Bid Security of required amount to be submitted on or before time of submission of Bid.

8. Where applicable please provide Certificate / Agreement of sole agent / authorized agent of Manufacturer in Punjab / Pakistan for Equipment mentioned at **Annex-I**.

9. Certificate from the Manufacturer that the after sales / backup services shall be provided by the local sole agent and in case of change of local agent the Manufacturer will provide the after sales / backup services themselves OR through newly appointed agent for the period mentioned from the date of commissioning / acceptance by the user or post warranty service contract.

Note:

- The Bid will be considered as responsive if it fully meets the tender requirements and specifications along with Compliance. The offer which is not as per the requirements of tender and specifications along with Compliance will be declared as non-responsive.

Qualification Criteria

(Relevant Information/attachments will be provided at EPADS V2.0)

Qualification will be based on applicant (Firm / Members of Joint Venture, collectively) meeting the following qualification criteria as demonstrated by the applicant's response.

Category	Description	Weightage / Marks	Minimum Qualifying Marks Sub-Category
A	Conformity to the Procuring Agency's Specifications	30	25
B	Financial Capability	20	10
C	Experience Record	30	15
D	Personnel Capabilities	10	05
E	Equipment Capabilities	10	05

Overall Minimum Qualifying Marks will be 70.

No compromise shall be made on minimum requirements of qualifying marks.
Criteria, sub criteria and marking system for the evaluation of applicants shall be as under:

Category	Description	Assigned Marks	Criteria to Obtain Marks: Criteria	Criteria to Obtain Marks: Marks	Remarks
A	**Conformity to the Procuring Agency's Specifications**	**30**	**Criteria for Marks**		
			if Quoted Equipment is fully compliant with the required specifications	30	Provide specifications of Quoted Equipment's against each item applied in compliance with technical specification of
			if Quoted Equipment is compliant with Minor Deviations that does not affect clinical function	25	

					bidding documents
B	**Financial Soundness of Firm** Audited financial statements (duly signed and stamped by Auditor) for last three financial years **OR** Available Bank Credit Line (duly signed and stamped by local Bank) shall be submitted **OR** combination of both to meet the below criteria for marks.				
	Financial Position	**20**	**Criteria for Marks**		
	"A = Average Annual Turnover for the last three financial years in million PKR" **OR** "B = Available Bank Credit Line in Million PKR" **OR** "C Combination of both of the above"		if "A/B/C" ≥ 100	0	No marks shall be given if *Audited Financial Statements (duly signed & stamped)* are not attached with Form-03. Form -03 shall be filled. In case, of Available Bank Credit Line, no marks shall be given if Letter of *Available Bank Credit Line* duly signed & stamp by local bank is not attached.
			if "A/B/C" < 100 then, as {(A/B/C)/ (100)} x 20	< 20	
			"A/B/C" < 50	0	
C	**Experience Record**	**30**	**Criteria for Marks**		
C-1.	Supply Orders of Specific Medical Equipment mentioned at Annex-I, completed in last 5 years. "**D**= Net Value (in Rs. Million) of Supply Orders of Medical Equipment in last 5 years, mentioned at Annex-I" **(Form 4 shall be filled)**	10	if "D" ≥ 20	10	No marks will be given if the Proof of Supply Orders duly signed by the Client with amount clearly mentioned is not attached along with Form-04. Supply orders must be from Medical Institution in Pakistan.
			if "D" < 20 then, as (D/20) x 10	< 10	
			if "D" < 10	0	

C-2	Installation Reports of Specific Medical Equipment completed in last 5 years. **"E**= No. of Installation Reports of Specific Medical Equipment in last 5 years, mentioned at **Annex-I**" **(Form 5 shall be filled)**	10		if "E" ≥ 5	10	No marks will be given if the Installation Reports duly signed by the Client is not attached along with Form -05. Installation Reports must be from Medical Institution in Pakistan.
				if "E" < 5 then, as (E/5) x 10	<10	
				If "E" <3	0	
C-3.	Satisfactory Performance of Specific Medical Equipment completed in last 5 years. "**F** = No. of Satisfactory Performance Reports of Specific Medical Equipment in last five years, mentioned at Annex-I" **(Form 6 shall be filled)**	**10**		if "F" ≥ 5	10	No marks will be given if the Satisfactory performance certificates duly signed by the Client is. not attached along with Form -06. Satisfactory performance certificate must be from Medical Institution in Pakistan.
				if "F" < 5 then, as (F/5) x 10	<10	
				if "F" < 3	0	
D	**Staff Capabilities**	**10**	**No. of Employees**	**Marks**		**(Form 07, 08 & 09 shall be filled)**
a.	Project Manager/ Engineer		≥1	2		M.Sc. (Physics/ Electronics)/ B.Sc. / B.E. / B.S. / B-Tech in Biomedical / Electrical / Electronic Engineering with 05 years of Experience in the Field of Installation/ Commissioning/ Maintenance of CTG Machines.
b.	Engineers (1 mark for each)		≥ 2	2		M.Sc. (Physics/ Electronics)/ B.Sc. / B.E. / B.S. / B-Tech in Biomedical / Electrical / Electronic Engineering with 03 years of Experience in the Field of Installation/ Commissioning/

					Maintenance of CTG Machines.
c.	Diploma Engineers (1 mark for each)		≥ 2	2	Diploma of Associate Engineering (DAE) Biomedical / Electrical / Electronic Engineering with 05 years of Experience in the Field of Installation/ Commissioning/ Maintenance of CTG Machines.
d.	Technicians (1 mark for each)		≥ 2	2	Certificate with 02-year experience in the Field of Installation/ Commissioning/ Maintenance of CTG Machines..
e.	Trainings (1 mark for each)		≥ 2	2	Any of above technical staff having Manufacturer Training on Specific Medical Equipment mentioned at Annex-I. (Must attach training certificate).
E	**Equipment Capabilities**	**10**	**No. of Units**	**Marks**	**(Form 10 & 11 shall be filled)**
a.	Multiparameter Analyser		≥ 1	2	If the available quantity is more than the minimum requirement, full marks will be given
b.	Oscilloscope		≥ 1	1	
c.	Digital Multi meter		≥ 1	1	
d.	Analog Multi meter		≥ 1	1	
e.	Mechanical Toolkit		≥ 1	1	
f.	Bio Medical Equipment Toolkit		≥ 1	2	
g.	Electrical Safety Analyser		≥ 1	2	
Total Marks	**100**				

INVITATION FOR BIDS

Please submit the complete Technical Bid, along with all relevant supporting data and documents, in this section.

INFRASTRUCTURE DEVELOPMENT AUTHORITY OF THE PUNJAB (IDAP)
GOVERNMENT OF THE PUNJAB, GROUND FLOOR, 50, B-3, GULBERG-III, LAHORE

Tender No.: **HCP/FGPC(PGMI)-II/ME-260807-3/P22**
Dated: **07th August 2026**

INVITATION FOR BIDS (IFB)

Bids are invited by Infrastructure Development Authority of the Punjab ('Procuring Agency') for **PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF CTG MACHINES (PACKAGE NO. 22) FOR, ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD.**

1. This Procurement shall be conducted through **EPADS V2.0 of Public Procurement Regulatory Authority (Federal PPRA) only**. All interested applicants are required to register on **EPADS V2.0** to be eligible for participation. Electronic RFP documents containing detailed requirements, terms and conditions is available for the registered bidders on **EPADS V2.0** at https://epads.gov.pk/ and Public Procurement Regulatory Authority (Federal PPRA) Website http://ppra.org.pk.
2. Scanned Copy of original bid security shall be attached at **EPADS V2.0** with the Technical Bid**.** Original bid security shall be submitted in the office of General Manager (Healthcare Projects -II), IDAP on or before bid submission date and time, failing which bid shall be rejected.
3. The completed bids comprising Technical & Financial Proposal prepared in accordance with the instructions in the RFP Document must be submitted on **EPADS V2.0** at or before **15:00 HRS PST on October 09, 2026**. Technical Bids will be opened on the same day at **15:30 HRS PST** in the Committee Room, Ground Floor, IDAP, 50-B-3 Gulberg III, Lahore, in the presence of bidder's representatives who choose to attend. In the case of a Government holiday resulting in closure of office on the date of bid opening, the bid shall be submitted / opened on next working day at the same time.
4. **All lots & all items of lots must be quoted by the firm. *A*ny firm not quoting all lots & all items of lots will stand disqualified. Evaluation will be carried out on the basis of whole Package including all items of all lots.**
5. This Bidding Process will be governed under Public Procurement Rules 2004, as amended from time to time and instructions of the Government of the Pakistan received during the completion of the project. In case of any conflict of instructions/ provisions herein by section 26 of the Public Procurement Regulatory Authority Ordinance, 2002 (XXII of 2002), Amendment Act, Public Procurement Rules 2004 and Amendments till date ("the Rules"), shall prevail.
6. Procuring Agency may cancel/ delete any item or may reduce or enhance the quantity of any item subject to provision of PPRA rules. The Procuring Agency may reject all or any bid subject to the provision of PPRA Rules.

GENERAL MANAGER, HEALTHCARE PROJECTS-II
INFRASTRUCTURE DEVELOPMENT AUTHORITY OF THE PUNJAB (IDAP)
GOVERNMENT OF THE PUNJAB
GROUND FLOOR, 50-B3, GULBERG III, LAHORE

PRICE SCHEDULE

Criteria for Financial Evaluation:

Net Present Value (NPV) based calculation, where the lowest bidder is selected on the basis of Present Value of Future Payments, applicable only to 05 Years Extended Warranty Prices quoted by bidders.

Calculation Mechanism:

(i) 01 Year KIBOR Discount Rate as published by State Bank of Pakistan at the Date of opening of Financial Bids shall be used to discount the future values.

(ii) The Formula to calculate NPV is as under:

$$\mathrm{NPV} = \frac{R_t}{(1+i)^t}$$

NPV = *Net Present Value*
R_t = *R represents Cost of Extended Warranty*
$_t$ represents Year of Extended Warranty
i = *KIBOR Discount Rate %*

For Example:
Quoted Rates (Bidder A)

Price with One Year Warranty	Extended Warranty Prices					TOTAL PRICE
	2nd Year	3rd Year	4th Year	5th Year	6th Year	
USD 50,000	USD 3,000	USD 3,000	USD 2,500	USD 2,500	USD 2,500	USD 63,500

NPV based Calculation
KIBOR Discount Rate: 8.81%

Price with One Year Warranty	Extended Warranty Prices					TOTAL PRICE
	2nd Year	3rd Year	4th Year	5th Year	6th Year	
USD 50,000	USD 2,533.87	USD 2,328.71	USD 1,783.47	USD 1,639.06	USD 1,506.35	USD 59,791.46

The Bidder achieving the lowest rates in Equipment Cost and NPV based Cost in Extended Warranty Prices will be awarded the Contract.

Note: NPV based calculation is only for financial evaluation, the contract will be awarded as per actual quoted rates.

FOR CTG MACHINES (PACKAGE NO. 22) ON DDP BASIS IN LOCAL CURRENCY

S#	Detailed Specification of Goods	Model Cat / No.	Name of Manufacturer	Country of Manufacturer	Country of Origin	Quantity of items	Unit Price	Total Price
1	2	3	4	5	6	7	8	9
Total Amount in Local Currency								

PRICE SCHEDULE FOR COMPREHENSIVE EXTENDED WARRANTY CONTRACT AFTER EXPIRY OF WARRANTY PERIOD

NOTE: -

Item No.	Brief Description of the goods	Quantity	Comprehensive Extended Warranty Contract Cost for Each year subsequent to completion of one-year warranty period.					Extended Warranty Contract Cost for 05 Years
			2nd	3rd	4th	5th	6th	

1. The cost of Comprehensive Extended Warranty Contract (Includes all Govt. applicable taxes) which includes preventive maintenance include testing & calibration as per technical / service / operational manual, spare parts, consumable and labour, after satisfactory completion of Warranty period shall be quoted for next 05 years on yearly basis for complete equipment.
2. All software updates should be provided free of cost during Comprehensive Extended Warranty Contract period.
3. The supplier shall keep sufficient stock of spare parts required during Comprehensive Extended Warranty Contract Period. In case the spare parts are required to be imported, it would be responsibility of the bidder.