PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF EQUIPMENT FOR NEUROLOGY DEPARTMENT (PACKAGE NO. 23: EEG & EMG) ON DAP BASIS FOR ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD

BIDDING DOCUMENT

Single Stage - Two Envelope Bidding Procedure

Infrastructure Development Authority of the Punjab (IDAP)

March 2026

IDAP Building, 50-B3, Gulberg III, Lahore – Pakistan.
Phone No. +92 (0) 42 99332631 ~ 46

INVITATION FOR BIDS

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-260302-1/P23**
Dated: **2nd March 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 EQUIPMENT FOR NEUROLOGY DEPARTMENT (PACKAGE NO. 23: EEG & EMG) FOR, ESTABLISHMENT OF FEDERAL GOVERNMENT POLYCLINIC (PGMI)-II AT G-11/3, ISLAMABAD.**

1. This Procurement shall be conducted through **EPADS of Punjab Procurement Regulatory Authority (PPRA) only**. All interested applicants are required to register on **EPADS** to be eligible for participation. Electronic RFP documents containing detailed requirement, terms and conditions is available for the registered bidders on **EPADS** at punjab.eprocure.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** 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** at or before **15:00 HRS PST on 15th April 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

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 Equipment For Neurology Department (Package NO. 23: EEG & EMG) on DAP 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**.

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**.

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** which contain separately the financial bid and the technical bid. Bid shall be submitted on **EPADS.**

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**. 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**. In response to the clarification raised by the bidders, an addendum (if deemed appropriate) will be issued on **EPADS**, 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**.

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

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 **DAP Basis Prices** as mentioned in the **Annex-I**. This includes all the risks and costs of delivering goods to an agreed-upon location. This means the Supplier is responsible for everything, including packaging, documentation, export approval, loading charges, and ultimate delivery at site after getting it cleared from customs for which either exemption documents will be provided OR payment of government duties (custom duties, sales tax etc.) will be made by IDAP on behalf of Consignee. Getting DRAP approval on behalf of consignee, pre-delivery storage if required, transportation to and unloading at site will be the responsibility of Supplier.

a. Price Schedule for Goods offered from abroad on DAP basis shall include the following: **(on EPADS)**
   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. Currency of Bid.
   viii. The unit price of the goods quoted on DAP (Delivered at-Place at **site as defined in Bid Data Sheet)** basis;
   ix. The total price for the item in foreign currency.

9.6. 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.

9.7. 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**.

10. BID CURRENCIES

10.1 <u>Prices shall be quoted in foreign currency for goods offered from abroad on DAP 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.**

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.**

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**. 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 PPR-14, 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.

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**. Bid will be submitted only on **EPADS**.

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** 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** until the specified time of its opening.

18.2. "FINANCIAL PROPOSAL" shall be remained un-opened on **EPADS**.

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**, 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**. 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** 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**.

18.6. Financial proposals of only the technically responsive Bidders shall be opened on **EPADS** 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 / 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 at-Place' (DAP).

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. All bidders who are technically qualified in the Procurement Process will have the opportunity to raise objections, if any, through their grievance petition against any of the technically qualified competitors.
b. Prior to the opening of Financial Bid all the technically qualified bidders are given a margin of five days after the announcement / uploading of technical evaluation report on the Procuring Agency 's Website in accordance with PPRA Rules 2004 (As amended from time to time)

c. After lapse of the given time, no grievance petition would be entertained concerning the technical qualification of any of the successful bidder by the technically qualified bidders.

d. The grievance after the opening of financial bids would remain restricted to the financial bids only by the technically qualified bidders.

Note:

Grievance submitted on EPADS 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 Equipment For Neurology Department (Package NO. 23: EEG & EMG) on DAP 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 **Technical Proposal** 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** (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 **Financial Proposal** the following documents: (a) Financial Bid Form (b) Price Schedule of the equipment offered as provided in Financial Section of **EPADS.** (c) Price Schedule of the 5 years extended warranty cost of equipment as provided in Financial Section of **EPADS** (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. HCP/FGPC(PGMI)-II/ME-260302-1/P23** **Tender Title:** **Procurement For Supply, Installation, Commissioning & Maintenance of Equipment For Neurology Department (Package NO. 23: EEG & EMG) on DAP Basis for Establishment of Federal Government Polyclinic (PGMI)-II at G-11/3, Islamabad**
ITB 15.1	Deadline for bid submission: **15th April 2026 at 15:00 HRS PST at EPADS**
ITB 15.3	The Pre-Bid meeting will be convened on **1st April 2026 at 10:30 HRS PST at IDAP Office, 50-B3, Gulberg III, Lahore**. Bidder may send any query for acquiring knowledge regarding Bid documents through **EPADS.** In response to the clarification raised by the bidders, an addendum (if deemed appropriate) will be issued on **EPADS**, 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 15th April 2026 at 15:30 HRS PST.**
ITB 18.6	Opening of Financial proposals of only the technically responsive bidders shall be opened at **EPADS** 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;

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

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

k. “Consignee” means;

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

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.

DAP BASIS

(a) For the Goods having LC amount PKR 20 Million or above, Pre-Shipment inspection will be carried out at factory premises / warehouse at the cost payable by the supplier to a Third Party (duly approved by Procuring Agency). Exchange Rate of date of financial opening will be applied for the sake of conversion of DAP amount into PKR. Local Inspection will also be carried out by Procuring Agency after receipt of stores at consignee site. In case, due to any reason the Pre-Shipment Inspection is not carried out, the amount equivalent to the cost of inspection ascertained by the Procuring Agency will be payable by the supplier to the Procuring Agency. It will be sole discretion of the procuring agency to allow the post-shipment third party inspection in case of any unforeseen issues or to minimize the time of pre-shipment inspection for fast track projects.

(b) For the Goods having LC amount PKR 05 Million to PKR 20 Million, Local Third Party Inspection will be carried out at consignee site at the cost payable by the supplier to a Third Party (duly approved by Procuring

Agency). Exchange Rate of date of financial opening will be applied for the sake of conversion of DAP amount into PKR. Local Inspection will also be carried out by Procuring Agency after receipt of stores at consignee site. In case, due to any reason the Local Third-Party Inspection is not carried out, the amount equivalent to the cost of inspection ascertained by the Procuring Agency will be payable by the supplier.

(c) For the Goods having LC amount less than PKR 05 Million. Local Inspection will be carried out by Procuring Agency after receipt of stores at consignee site. Exchange Rate of date of financial opening will be applied for the sake of conversion of DAP amount into PKR.

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.

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 from abroad on DAP basis:

Detail of documents to be furnished by the Supplier/Manufacturer:

Upon shipment within 03 days, the Supplier/Manufacturer shall notify the General Manager/Senior Manager Healthcare Projects, IDAP, and the Insurance Company by fax or email the full details of the shipment against each LC, including Contract number, description of Goods, quantity, the vessel / flight, the Bill of Lading / Air Way Bill number and date, port of loading, date of shipment, port of discharge, etc.

The Supplier/Manufacturer shall send the following documents or as mentioned in the Standard LC Terms to the LC opening Bank with a copy to the Insurance Company:

i. Original and 04 copies of the Commercial Invoice showing the description of the Goods, quantity, unit price, and total amount.
ii. Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill marked “freight prepaid” and/or 04 copies of non-negotiable bill of lading / air way bill.
iii. Original and 04 copies of the packing list identifying contents of each package, dimensions and weight.
iv. Insurance certificate.
v. Manufacturer’s or Bidder’s warranty certificate.
vi. Certificate of Country of Origin of goods (means the country where goods are manufactured).

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

GCC 9.1. The goods supplied under each Contract shall be on DAP basis at consignee’s end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Supplier's responsibility.

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 from abroad on DAP basis:

a) The Procuring Agency shall pay 80% of the L/C value to the principal through irrevocable letter of credit in a bank in its country upon submission of all the requisite documents.

b) The remaining 20% of L/C value will be paid upon completion of following.
   i. Third Party Inspection Report (where required)
   ii. Inspection Report furnished by the Inspection Committee nominated by Procuring Agency after complete delivery of stores at site within 45 days.

c) Supplier will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desires to establish a Confirmed L/C etc.

d) Supplier will bear all the additional bank charges inside and outside the Procuring Agency country on account of amendment in the LC, if he desires to have an amendment in the L/C etc.

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

GCC 16.1

Goods supplied from abroad on DAP Basis:

(a) In case deliveries are not completed within the time frame specified in the schedule of requirements, a Notice will be served on the Supplier which will be followed by liquidated damages and the procuring agency may terminate the Contract to the extent of undelivered portion of Goods.

(d) 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.

(e) 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.

(f) If the Supplier 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 to the Procuring Agency's account and the Supplier may be blacklisted.

(g) The liquidated damage shall also be applicable on any delay in installation, testing & commissioning of the equipment.

(h) If the Supplier fails to complete the installation of goods, the amount of Performance Bank Guarantee to the extent of uninstalled portion of supplies of relevant Goods may be forfeited/ encashed to the Procuring Agency's account and the Supplier may be blacklisted.

(i) If the Supplier fails to supply the whole of the Goods, the entire amount of Performance Bank Guarantee may be forfeited / encashed to the Procuring Agency's account and the Supplier may be blacklisted.

(j) If the Supplier fails to install the whole of the Goods, the entire amount of Performance Bank Guarantee may be forfeited / encashed to the Procuring Agency's account and the Supplier 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 from abroad on DAP Basis:

a) The entire quantity of the ordered goods against each LC shall be delivered by the supplier within **150 days** or earlier from the date of Opening of LC.

b) The delivery period shall start from the date of issuance of Letter of Credit till the date on which Bill of Lading / Air Waybill issued.

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

d) 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.			

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	**FY2021-2022**	**FY2022-2023**	**FY2023-2024**
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.

INFRASTRUCTURE DEVELOPEMENT AUTHORITY PUNJAB HealthCare

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

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.

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:

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:

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

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.

PRICE SCHEDULE OF MEDICAL EQUIPMENT OFFERED FROM ABROAD FOR EQUIPMENT FOR NEUROLOGY DEPARTMENT (PACKAGE NO. 23: EEG & EMG) ON DAP BASIS IN FOREIGN 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 Foreign Currency								

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

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	

NOTE: -

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.

ANNEX-I

LIST OF MEDICAL EQUIPMENT (BOQ)

EQUIPMENT FOR NEUROLOGY DEPARTMENT (PACKAGE NO. 23: EEG & EMG) ON DAP BASIS FOR.

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

SN	Items Description	Qty
1	EEG MACHINE	2
2	NCS, EMG MACHINE	2

BID SECURITY FOR (PACKAGE NO. 05)

Four Hundred Thousand Pak Rupees Only	Rs. 400,000

ANNEX-II
TECHNICAL SPECIFICATIONS

PROCUREMENT FOR SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF EEG & EMG MACHINE (PACKAGE NO. 23) 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: NCS/ EMG Machine	**2**			
Pre-configured machine with accessories kit.				
PC based system with Windows operating system and inbuilt patient centric database.				
Latest EMG/NCS acquisition and review software.				
Predefined and user configurable test protocols.				
Continues EMG recording up to 10 min.				
Storage to EMG with full acquisition resolution.				
Archival recorded exams/reports CD/DVD.				
Printing of reports on heavy duty HP laser printer				
Ether LAN connectivity.				
Upgradable to Intra Operative Monitoring System.				
NERVE CONDUCTION STUDY:				
Motor Nerve Conduction Study				
Sensory Nerve Conduction Study				
Repetitive Stimulation				
F-wave				
H Reflex				
Blink Reflex				
EMG/NCS Amplifier:				
No. of channels: 2				
Input impedance: 1000 MOhm (Common Mode).				
CMRR:>106db (Balanced Mode).				
CMRR:>112db (Isolation Mode).				
Nosie level: 0.6 uV RMS or better				
Low-cut filter				
Skin electrodes contact impedance check				
A/D converter.				
Constant Current Electrical Stimulator:				
Stim Current, 0- 100mA				
Stim Duration, 50us – 1ms				
Stim types, single, pair, train				
Standard Accessories:				

Disposable Concentric needles electrode 20mm= Qty 25				
Concentric needles electrode 50mm= Qty 25				
Bi-polar needle electrode.				
Extension cable for concentric needle electrode.				
Extension cable for bi-polar needle electrode.				
NCS cable.				
NCS disposable electrode= Qty 100				
Ground electrode.				
Finger electrode.				
Surface stimulation electrode= Qty 05				
Conductive paste= Qty 06				
Abrasive cream= Qty 06				
Heavy Duty HP Laser Printer (Imported Locally Supplied)				
1KVA or Compatible Online Sinewave UPS (Imported Locally Supplied)				
"Electrically isolated mobile cart (Imported Locally Supplied)				
Isolation Transformer and arm (OEM Supplied)"				
21-inch Color LCD and CPU system supplied by OEM				
NOTE:				
Variation in specification according to the selected Numbers of the channels (as per				
manufacturer features) will be acceptable.				
MANDATORY TO QUOTE SEPERATELY				
SOMATOSENSORY EVOKED POTENTIAL:				
SEP (Somatosensory Evoked Potential)				
AUDITORY EVOKED POTENTIALS:				
ABR (Auditory Brainstem Response)				
MLR (Middle Latency Response)				
EcochG (Electrocochleogram)				
VISUAL EVOKED POTENTIALS:				
VEP (Visual Evoked Potentials) with pattern, flash, goggle and external stimulator				
ERG (Electroretinogram)				
EOG (Electrooculogram)				
Regulatory Compliance:				
Offered model must have any one of the following quality certificates; a. FDA 510K b. 93/42/EEC (CE) or MDR (Issued by NANDO Notified Bodies) c. MHLW				
Country of Manufacturer:				
USA/EUROPE/JAPAN/ Australia / New Zealand / Canada				
Country Origin:				
Must be mentioned by the firm.				
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				
ITEM NO 1: EEG MACHINE	2			
Pre-configured EEG machine with accessories kit.				
PC based system with Windows operating system and inbuilt patient centric database.				
Capable to acquire higher number of EEG channels for advanced EEG applications.				
Predefined and user configurable montages.				
Remote review and reporting capability of stored EEG exams via LAN/USB				
Archival of recorded exams/ reports with EEG reviewer to CD/DVD.				
Printing of reports on heavy duty HP laser printer (Arranged Locally).				
Ethernet LAN connectivity and USB				
EEG Amplifier:				
Number of Channels: 32				
Input impedance: 100 MΩ				
Internal noise level: Less than 1.5 µVp-p				
CMRR: 100 dB or greater				
Low-cut filter / notch filter				
A/D conversion:				
Sampling frequency: 100 - 2000Hz				
AC interference filter: 50 or 60 Hz				
Sensitivity: EEG INPUT:				
Ethernet/ USB connectivity				
Impedance check capability				
Patient event switch interface.				
Photic Stimulator:				
LED Photic Stimulator with adjustable arm.				
Adjustable stimulation frequency (1-30HZ) in 1Hz steps				
Standard Accessories:				
lash lamp assembly				
Collodion EEG electrode				
Earlobe electrode				
ECG lead wire				
Clip on limb electrode				
EEG Cup Electrodes (10mm gold plated)				
Conductive Paste				
Abrasive cream				
Heavy Duty HP Laser Printer (Arranged Locally)				
1KVA or Compatible online UPS (Arranged Locally)				
Original electrically isolated mobile cart				

21 inches LCD display and CPU system Supplied By OEM				
MANDATORY TO QUOTE SEPERATELY				
1. POLYSOMNOGRAPHY:				
ASSM Complaint automatic and manual sleep stage scoring.				
Simultaneous acquisition and review of sleep studies.				
Presentation of EEG, EMG, EOG, SpO2, Snore, CO2, PR Flow etc.				
Input of PAP and supplemental O2 levels.				
Time-base display for complete night recording.				
2. ASSM Complaint Advanced sleep accessory kit				
NOTE:				
Variation in specification according to the selected Numbers of the channels (as per manufacturer features) will be acceptable				
Regulatory Compliance:				
Offered model must have any one of the following quality certificates; a. FDA 510K b. 93/42/EEC (CE) or MDR (Issued by NANDO Notified Bodies) c. MHLW				
Country of Manufacturer:				
USA/EUROPE/JAPAN/ Australia / New Zealand / Canada				
Country Origin:				
Must be mentioned by the firm.				
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 23 at **EPADS** Financial Section.				

ANNEX-III

Eligibility Criteria

(Relevant Information/attachments will be provided at EPADS)

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)

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		Remarks
			Criteria	Marks	
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

			if Quoted Equipment is compliant with Minor Deviations that does not affect clinical function	25	with technical specification of 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	20	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 Specific Medical Equipment in last 5 years, mentioned at Annex-I" **(Form 4 shall be filled)**	10	if "D" ≥ 100	10	No marks will be given if the Proof of Supply Orders duly signed by the Client with amount clearly
			if "D" < 100 then, as (D/100) x 10	< 10	

			if "D" < 50	0	mentioned is not attached along with Form-04. Supply orders must be from Medical Institution in Pakistan.
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" ≥ 10	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" < 10 then, as (E/10) x 10	<10	
			If "E" <5	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" ≥ 10	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" < 10 then, as (F/10) x 10	<10	
			if "F" < 5	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 Specific Medical Equipment mentioned at Annex-I.
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 Specific Medical Equipment mentioned at Annex-I.
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 Specific Medical Equipment mentioned at Annex-I.
d.	Technicians (1 mark for each)		≥ 2	2	Certificate with 02-year experience in the Field of Installation/ Commissioning/ Maintenance of Specific Medical Equipment mentioned at Annex-I.
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.	Patient Monitor Analyser		≥ 1	2	If the available quantity is more than the minimum requirement, full marks will be given
b.	AC Clamp Meter		≥ 1	1	
c.	Oscilloscope		≥ 1	1	
d.	Digital Multi meter		≥ 1	1	
e.	Analog Multi meter		≥ 1	1	
f.	Bio Medical Equipment Toolkit		≥ 1	2	
g.	Electrical Safety Analyser		≥ 1	2	
Total Marks	**100**				