

Standard Bidding Document

PURCHASE OF COCHLEAR IMPLANTS (HEARING DEVICES) OUT
OF THE FUNDS ALLOCATED BY GOVERNMENT OF PAKISTAN
MINISTRY OF POVERTY ALLEVIATION & SOCIAL SAFETY
PAKISTAN BAIT-UL-MAL & OTHER SOURCES FINANCIAL YEAR
2026-2027, SZHL
(Goods)

National

Single Stage-Two Envelope



September 14, 2026

*Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist
Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division
(Division), Punjab (Province).
Phone: +92-300-424-8941, Email: pharmacy@skzmdc.edu.pk*

Table of Contents

REQUEST FOR BIDS	1
Instructions to Bidders	3
Bid Data Sheet	23
Bids Data Sheet (BDS)	24
Eligibility Criteria	28
Evaluation Criteria	31
Items/Lots	37
Related Services of Goods:	40
Items/Lot Specification	41
Price Schedule	42
General Conditions of Contract	44
Special Conditions of Contract	54
Bid Securing Declaration	60
Contract Form	62
Integrity Pact	65
Performance Guarantee Form	67
Annexure	70
Technical Specification	71
Bidding Documents	71
Procurement Forms	72
Past Experience and Completed Contracts	1

Historical Contract Non-Performance, and Pending Litigation and Litigation History	1
Financial Capacity and Net Worth Evaluation Form	1
Average Annual Turnover	1
Additional Forms and Documents	76

REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore)** has reserved Funds for the procurement planned for FY **2026-27**. The **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**PURCHASE OF COCHLEAR IMPLANTS (HEARING DEVICES) OUT OF THE FUNDS ALLOCATED BY GOVERNMENT OF PAKISTAN MINISTRY OF POVERTY ALLEVIATION & SOCIAL SAFETY PAKISTAN BAIT-UL-MAL & OTHER SOURCES FINANCIAL YEAR 2026-2027, SZHL**" with the reference of "**P119569**"
2. The **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/119569>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Monday, October 5, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, October 5, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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

Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI),
Lahore), Pharmacist
Pharmacy Department SZH, University Road, New Muslim City, Lahore City,
Lahore (District), Lahore Division (Division), Punjab (Province).
+92-300-424-8941
pharmacy@skzmdc.edu.pk



Instructions to Bidders

A. Introduction

1.Scope of Bids

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

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

any instructions issued by the Authority.

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

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

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

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

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

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

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

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

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

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

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

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

6. Cost of Bidding

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

B. Bidding Documents

7. Contents of Bidding Document

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

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

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

8. Clarification of Bidding documents

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

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

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

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

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

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

9. Amendment of Bidding documents

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

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

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

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

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents and samples Constituting the Bid

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

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

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

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

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

13. Documents Establishing Eligibility and Qualification of the Bidder

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

14. Form of Bids

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

15. Bids Prices

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

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

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

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

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

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

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

17. Bids Validity Period

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

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

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

18. Bid Security or Bid Securing Declaration

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

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

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

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

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

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

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

- a. the expiry of the Bid Security;
- b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
- c. the rejection by the Procuring Agency of all Bids;
- d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

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

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

- a. if a Bidder:
- b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
- c. does not accept the correction of errors; or
- d. in the case of a successful Bidder, if the Bidder fails:
- e. to sign the contract; or
- f. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

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

20. Format and Signing of Bid

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

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

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

22. Deadline for Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

23. Opening of Bids

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

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

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

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

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

24. Clarification of Bids

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

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

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

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

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

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

25. Preliminary Examination of Bids

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

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

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

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

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

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

26. Examination of Terms and Conditions; Technical Evaluation

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

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

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

27. Correction of Errors

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

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

28. Conversion to Single Currency

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

29. Evaluation of Bids

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

1. Least Cost Based Selection (LCBS)

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

2. Quality and Cost Based Selection (QCBS)

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

3. Quality Based Selection (QBS)

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

highest bidder and so on.

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

30. Domestic Preference

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

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

31. Determination of Successful Bid

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

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

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

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

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

32. Abnormally Low Financial Bids

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

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

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

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

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

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

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

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

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

perform satisfactorily.

F. Award of Contract

33. Criteria of Award

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

34. Negotiations

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

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

35. Procuring Agency Right to reject all bids

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

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

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

37. Notification of Award

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

of the Public Procurement Rules, 2004.

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

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

38. Signing of Contract

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

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

39. Corrupt & Fraudulent Practices

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

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

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

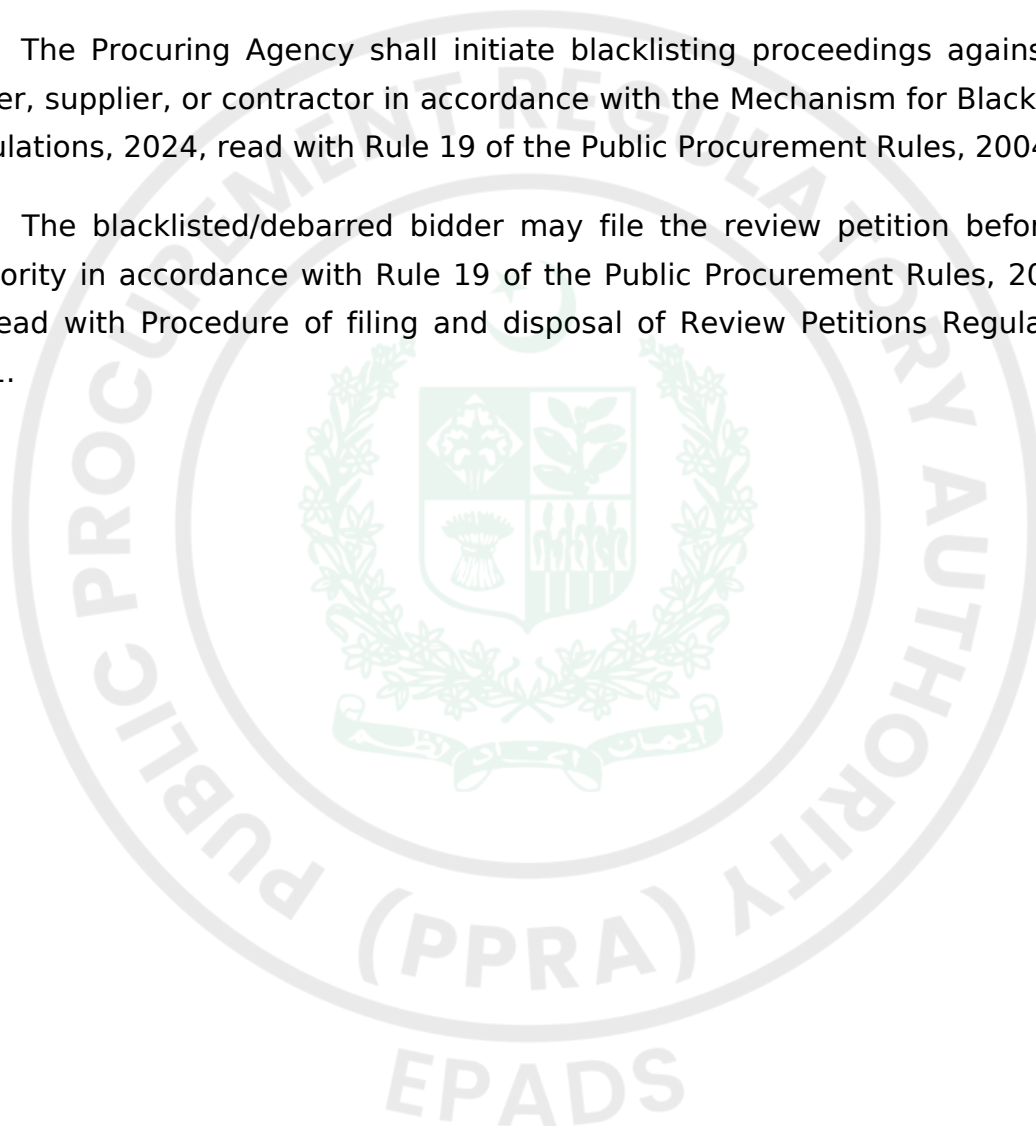
40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal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

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

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

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





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore)**

The subject of procurement is: **PURCHASE OF COCHLEAR IMPLANTS (HEARING DEVICES) OUT OF THE FUNDS ALLOCATED BY GOVERNMENT OF PAKISTAN MINISTRY OF POVERTY ALLEVIATION & SOCIAL SAFETY PAKISTAN BAIT-UL-MAL & OTHER SOURCES FINANCIAL YEAR 2026-2027, SZHL**

Expected commencement date: **Tuesday, January 5, 2027**

BDS Clause Number 2

ITB Number 2.1

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

Name and identification number of the Contract: **P119569**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, September 19, 2026

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

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

List of documents required along with the bid:

1. 1. Bid Security @ 2% (6,300,000/-) 2. Minimum (10) Ten Years history of the firm evident through Registration in the relative business. 3. Authorization letter from Manufacturer/Valid Sole Agent Certificate in case of Sole Distributor duly attested by the embassy of Pakistan in the country of Origin or Embassy of the country of Origin in Pakistan or through Apostille System. 4. List of Leading Government Teaching Hospital in Pakistan, Documentary Proof by the Bidder.
2. 5. The Certificate of the Manufacturer/Sole Agent/Sole Authorized Distributor that the devices by the Bidder against this tender will be Brand new and as per require technical specifications of the quoted model (available on manufactures website). Import Documents will be submitted at the time of supply of the respective product by successful bidder. No refurbished device will be accepted. 6. FDA/CE/ARTG approved cochlear implant registered with DRAP shall be provided/inserted.
3. 7. An affidavit on E-judicial paper worth Rs. 1200/- from the bidder stating that their firm is never been black listed by any of the Federal and Provincial Government of organizations of the State/Central Government in Pakistan.
4. Evidence of registration of the device and the product with DRAP.
5. Company Profile including Engineering and Managerial Capability of the bidder.

6. Bank Statement /Balance sheet, NTN, GST (PST and Professional Tax Certificates of the Bidder.

7. The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government/Autonomous Institutions, etc. I

BDS Clause Number 6

ITB Number 11.1

Items/Lots and threere related documents:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

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

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 11

ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of:

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

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

Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).
before bid submission deadline.

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

The deadline for Bids submission is: **Monday, October 5, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day : **Monday**

Date: **Monday, October 5, 2026**

Time : **11:30 AM**

BDS Clause Number 14
ITB Number 31.1

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

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

Eligibility Criteria

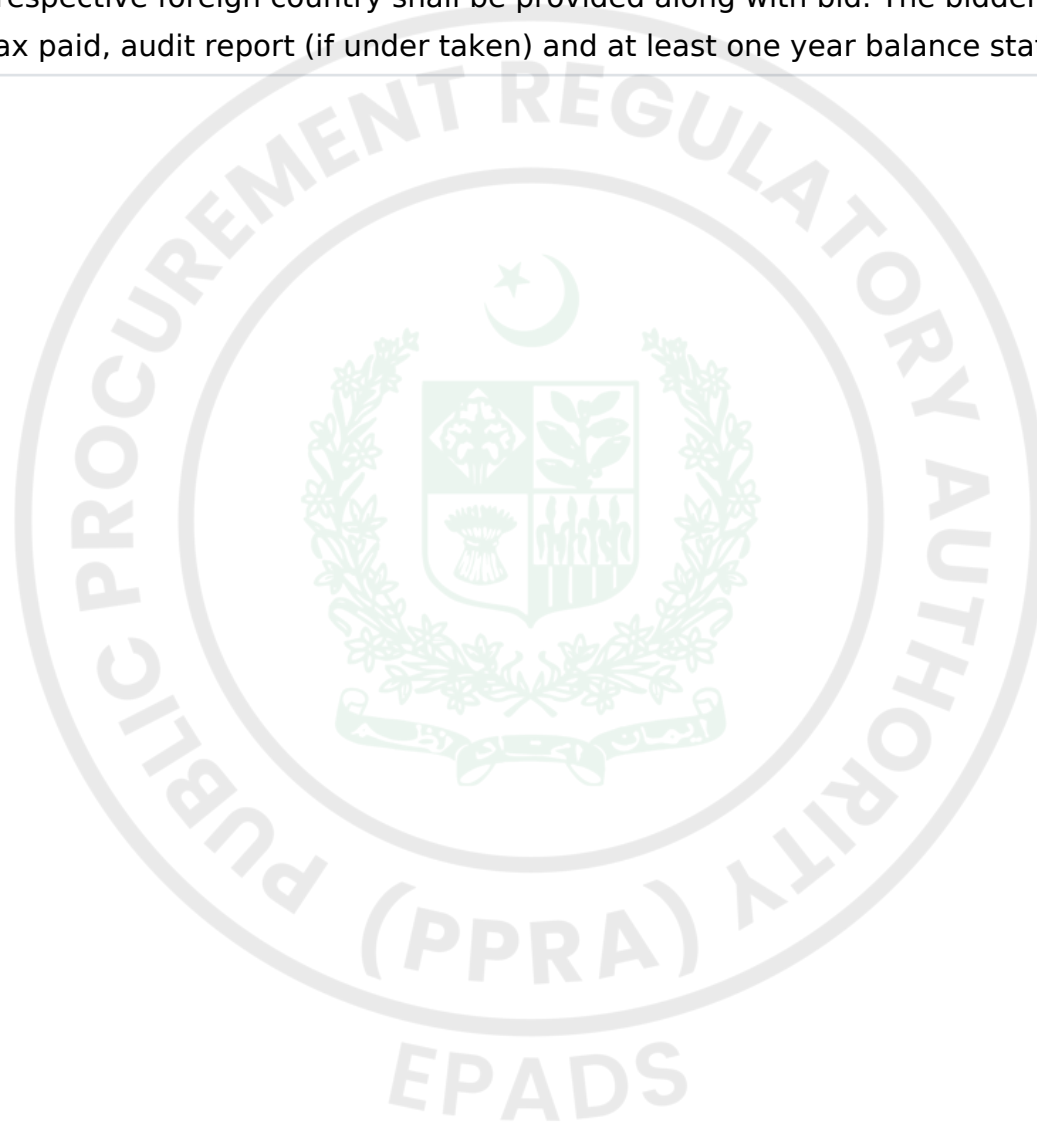
Bidder's Type	Required Registration
Sole Proprietorship	NADRA CITIZENSHIP (CNIC/NICOP)
Company (Private Limited)	FBR (GSTN)
Company (Public Limited)	DRAP Registrar of Firms

Eligibility Criteria	Document
This Invitation for Bids is open to all Manufacturers and in case of imported goods, Authorized Sole Agents of the Foreign Principal in Pakistan. Manufacturer authorization Certificate from foreign principal shall also be updated on the website of that principal for supply of medical devices on Free Delivery to Consignee's end basis. The Authorized Sole Agents must possess a valid authorization from the Foreign Principal (Manufacturer in a foreign country).	Yes
and in case of Manufacturer, they should have a documentary proof to the effect that they are the original manufacturer of the required medical devices etc. The bidder shall also have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies in Pakistan.	Yes
The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization. The firm should be registered on EPADS (E-PAK Acquisition & Disposal System) Vol. 02.	Yes

The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instructions to the bidders	Yes
The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction: The Authorized Sole Agent shall have to produce letter of authorization from Foreign Principal (Manufacturer in a foreign country) and in case of Manufacturer, documentary proof to the effect that they are the original manufacturer of the required specifications of goods, shall be provided	Yes
National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender. The bidder shall submit an affidavit on legal E-stamp paper of worth Rs.1200/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.	Yes
Minimum (10) Ten Years history of the firm evident through Registration in the relative business. Similarly it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal/Manufacturer should have been used in different public/private institutions/hospitals for at least one year. Documentary proofs shall have to be provided in this regard.	Yes
The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals. The bidder must indicate the make of country of origin/Manufacturer of the item, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.	Yes

The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported items, the list of the countries in which the quoted item is available & is in use and the profile/credentials of the foreign Manufacturer in the respective foreign country shall be provided along with bid. The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.

Yes



Evaluation Criteria

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

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	
Technical Marks	100
Passing Marks	100
Technical Evaluation Criteria	
The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straight away be rejected. (Quantitative)(Doc Required)	2
The bidder must possess valid authorization/agreement from the Foreign Manufacturer. (Quantitative)(Doc Required)	2
The manufacturer should have documentary evidence to the fact that they are the original Manufacture of the quoted product with indication of manufacturing site and its location and ensure that the quoted model is currently in their production line. (Quantitative)(Doc Required)	2
The firm will provide the Free Sales Certificate from the county of origin and country of manufacturer of the quoted model. (Quantitative)(Doc Required)	2

The quoted model must be currently in practice in their country of the manufacturer and origin through documentary evidence. (Quantitative)(Doc Required)	2
Product Support should be provided for the life of the product including implanted and external Components, software and hardware support. Free upgrading of hardware/software in case product support of existing implant system is discontinued by manufacturer. (Quantitative)(Doc Required)	2
All necessary hardware and software required for pre-operative, Intra-operative and post-operative testing and programming of the Implant will be provided free of cost to Shaikh Zayed Hospital, Lahore at the time of first delivery. (Quantitative)(Doc Required)	2
Implant specific surgical equipment should be provided free of cost to Shaikh Zayed Hospital, Lahore. Intra-operative telemetry system with all necessary items will be provided at the time of first delivery. (Quantitative)(Doc Required)	3
All operational materials, pre and post operative and Anesthesia Medicines as per the list verified by the Head of Department ENT per child should be provided free of cost to Shaikh Zayed Hospital, Lahore. (Quantitative)(Doc Required)	3
Service Network should be provided within 48 hours of request for such support. The firm should have wide network of service and repair centers all over Pakistan to provide after sale service like repair/replacement within Pakistan of the wearable components which includes wire, microphone, sound processors and any other accessories like magnetic coil etc. to the patients residing in various parts of Pakistan, directly by the company. (Quantitative)(Doc Required)	3
Comprehensive replacement/repair warranty is to be provided as follows: Cochlear Implant: 10 years from date of Surgery. Sound processor: 3 years warranty from date of activation External components including: Magnet, coil with cable: 3 years from date of fitting/activation. Rechargeable Battery: 3 years from date of fitting/activation. Battery charger and adapter: 3 years from date of fitting/activation. Battery Holder/Batter cover: 3 years from date of fitting/activation. Remote control: 3 years from date of fitting/activation. All other accessories: 3 years from date of fitting/activation. (Quantitative)(Doc Required)	3
Satisfactory Report of Past Performance of the Bidder for Quoted/Supplied Product. (Quantitative)(Doc Required)	3

Sufficient Technical and Engineering capabilities of the firm. Where after sales services are necessary (attached a list of technical and engineering staff, special testing equipment/calibration/repair tools for equipment). (Quantitative)(Doc Required)	3
Submission of valid legally enforceable letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized from with the bid document. (Quantitative)(Doc Required)	3
Any one of the following product quality certificates is required for medical devices for eligibility. CE/FDA/ARTG approved Cochlear Implant registered with DRAP in compliance with DRAP Act 2012 and Medical Devices Rules 2017. (Quantitative)(Doc Required)	3
Minimum ten (10) years history of the firm evident through registration in the relative business. The quoted model of imported product shall be available on the current official website of the manufacturer otherwise the quoted product shall be considered obsolete/redundant and will straight away be rejected. (Quantitative)(Doc Required)	3
The firms shall also declare the make, model, country of origin of all accessories to be provided with the equipment. (Quantitative)(Doc Required)	3
An affidavit on E-judicial paper worth Rs. 1200/- from the bidder stating that their firm is never been black listed by any of the Federal and Provincial Government of organizations of the State/Central Government in Pakistan. (Quantitative) (Doc Required)	3
A certificate indicating Date of Manufacturing and Passing of the Cochlear Implant (hearing devices) should be inside the packing of the respective medical device (s) No Refurbished Device will be acceptable. (Quantitative)(Doc Required)	3
DRAP Form # 4 (License to import Medical Devices) is required from bidding firms. (Quantitative)(Doc Required)	3
Bid Security as per Tender Enquiry @ 2% (6,300,000/-) in the form of CDR, Pay Order, Bank Draft (Bank Guarantee & cheques shall not be accepted) along with Financial Bid & Photo Copy with the Technical Bid (Quantitative)(Doc Required)	3

The Bidder must provide Authorization letter from Manufacturer/Valid Sole Agent Certificate in case of Sole Distributor duly attested by the embassy of Pakistan in the country of Origin or Embassy of the country of Origin in Pakistan or through Apostille System. (Quantitative)(Doc Required)	3
The Certificate of the Manufacturer/Sole Agent/Sole Authorized Distributor that the devices by the Bidder against this tender will be Brand new and as per require technical specifications of the quoted model (available on manufactures website). Import Documents will be submitted at the time of supply of the respective product by successful bidder. No refurbished device will be accepted. (Quantitative)(Doc Required)	3
List of Leading Government Teaching Hospital in Pakistan, Documentary Proof by the Bidder. The Committee may ask for the inspection of the respective Product and Visit/Inspection of the Reference Site. (Quantitative)(Doc Required)	3
The cochlear implant shall be at least 1.5 tesla with magnet or 3.0 tesla with magnet removal. (Quantitative)(Doc Required)	3
Evidence of registration of the device and the product with DRAP. (Quantitative)(Doc Required)	3
Acceptance of the Terms and Condition, Tender Documents duly signed & stamped. (Quantitative)(Doc Required)	3
Bank Statement /Balance sheet, NTN, GST (PST and Professional Tax Certificates of the Bidder. (Quantitative)(Doc Required)	3
The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government/Autonomous Institutions, etc. In case of over pricing/overcharging detected at any stage, the overcharged amount shall be refunded to Shaikh Zayed Hospital, Lahore. (Quantitative)(Doc Required)	3
PRODUCT SUPPORT: * For the life of the product including implanted and external Components, software and hardware support. • Free upgrading of hardware/software in case product support of existing implant system is discontinued by manufacturer. (Quantitative)(Doc Required)	2

INFRASTRUCTURE SUPPORT: * All necessary hardware and software required for pre-operative, Intra- operative and post-operative testing and programming of the Implant will be provided free of cost to Shaikh Zayed Hospital, Lahore at the time of first delivery. . Implant specific surgical equipment should be provided free of cost to Shaikh Zayed Hospital, Lahore. • Intra-operative telemetry system with all necessary items will be provided at the time of first delivery (Quantitative)(Doc Required)	2
INFRASTRUCTURE SUPPORT: * All necessary hardware and software required for pre-operative, Intra- operative and post-operative testing and programming of the Implant will be provided free of cost to Shaikh Zayed Hospital, Lahore at the time of first delivery. . Implant specific surgical equipment should be provided free of cost to Shaikh Zayed Hospital, Lahore. • Intra-operative telemetry system with all necessary items will be provided at the time of first delivery (Quantitative)(Doc Required)	2
SERVICE NETWORK: * Within 48 hours of request for such support. • Should have wide network of service and repair centers all over Pakistan to provide after sale service like repair/ replacement within Pakistan of the wearable components which includes wire, microphone, sound processors and any other accessories like magnetic coil etc. to the patients residing in various parts of Pakistan, directly by the company. (Quantitative)(Doc Required)	2
Onsite training of medical and paramedical person & continuing Education to be provided by the manufacturer as and when required. Training should include surgical procedures/ techniques/ advances, implant audiology, speech therapy, rehabilitation, support and hardware/ software troubleshooting. (Quantitative)(Doc Required)	2
SUPPORTING PARTS: * Surgical tool kit for cochlear implant surgery- • Magnet removal tool kit including: a. Magnet removal tool b. Magnet insertion tool NRT Kit Mapping Device Laptop (Quantitative)(Doc Required)	2

WARRANTY: Comprehensive warranty of external unit of 03 years (Except for the lost, any breakage, non-functional and non-compatible with internal component, it will be replaced FOC during the period of warranty. During that time, the company is responsible to provide the external component so that the rehabilitation program must not be affected) warranty of internal unit of 10 years. replacement/repair warranty is to be provided as follows: i. Cochlear Implant: 10 years from date of Surgery. ii. Sound processor: 3 years warranty from date of activation iii. External components including: a. Magnet, coil with cable: 3 years from date of fitting/activation. b. Rechargeable Battery: 3 years from date of fitting/activation. c Battery charger and adapter: 3 years from date of fitting/activation d. Battery Holder/Batter cover: 3 years from date of fitting/activation. e. Remote control: 3 years from date of fitting/activation. f. All other accessories: 3 years from date of fitting/ activation. (Quantitative)(Doc Required)	2
The firm will provide the Free Sales Certificate from the country of origin and country of manufacturer of the quoted model. • The Quoted model is currently in Practice in their country of the manufacturer & Origin. (Quantitative)(Doc Required)	2
COUNTRY /ORIGIN OF MANUFACTURER: Europe/USA/Australia (Quantitative)(Doc Required)	2
Availability of relevant Tools and Testing/Calibration Equipment (Quantitative)(Doc Required)	2

Items/Lots

Lot Title : Cochlear Implants (Hearing Devices)

Bid Security : 6300000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
------	--------	-------------------	----------	-------------------------------------	----------

Cochlear Implants Internal Unit	Cochlear implant rehabilitation treatment using cochlear implant equipment	Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty	150 / Qty	--	10 Years
---------------------------------	--	---	-----------	----	----------

Cochlear Implants External Unit	Cochlear implant rehabilitation treatment using cochlear implant equipment	Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty Address: Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 27 Days Quantity: 12/Qty	150 / Qty	--	3 Years
---------------------------------	--	---	-----------	----	---------

Related Services of Goods:

No

Cochlear Implants (Hearing Devices)

Item	UNSPSC	Related Services
Cochlear Implants Internal Unit	Cochlear implant rehabilitation treatment using cochlear implant equipment	* For the life of the product including implanted and external Components, software and hardware support. • Free upgrading of hardware/software in case product support of existing implant system is discontinued by manufacturer.
Cochlear Implants External Unit	Cochlear implant rehabilitation treatment using cochlear implant equipment	* All necessary hardware, software and medicine required for pre-operative, anesthesia , Intra- operative and post-operative testing, procedure and programming of the Implant will be provided free of cost.

Items/Lot Specification

Lot Title : Cochlear Implants (Hearing Devices)

Item: Cochlear Implants Internal Unit

UNSPSC: Cochlear implant rehabilitation treatment using cochlear implant equipment

Specifications / Requirements:

1. The Internal component must be thinnest in size available in market 2. Multi channels (Channels: 22). 3. Complete Cochlear Coverage (2.5 turn of cochlea for low frequency sounds) 4. No. of Electrodes: More than 20 (With Appropriate length and positioning for precise stimulation) 5. Slim Straight Implant Array, suitable for extended round window cochleostomy surgeries. 6. MRI Compatible: 3.0T (with magnet removal) and 1.5T (with magnet) 7. Pulse width: 9us ampere to 400 us per phase or better 8. Stimulation rate: 31,000 PPS or more 9. Stimulation Mode: 2 or more 10. Silicon covering to ensure the safety of device from seepage/leakage. 11. Minimum electrodes must be 22.

Item: Cochlear Implants External Unit

UNSPSC: Cochlear implant rehabilitation treatment using cochlear implant equipment

Specifications / Requirements:

1. Digital Speech Processor. 2. Dual-microphone 3. Must have a Remote Control with provision of Program selection and Volume Control up & down functions. 4. Self-Diagnostic System/Visual Indicator 5. Provision of Plug-in Assistive Listening Devices ALD system. 6. Dust and Splash Proof. 7. Should have the minimum IP rating value of 54. 8. Should have minimum 2 rechargeable batteries with 1 disposable battery as backup which must be inbuilt. 9. Compatible with Bluetooth streaming and also have mobile application.

Price Schedule

For Individual Items

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- b. "Procuring Agency" means:-
 - a. any Ministry, Division, Department or any Office of the Government;
 - b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise.
- i. "Effective Date" means the date on which this Contract comes into force and effect.
- j. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
- k. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

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

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

s. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

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

6. Delivery/Location

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

7. Authorized Representatives / Authority of Member in charge

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

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

8. Effectiveness of Contract

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

9. Commencement of Services

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

10. Program

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

11. Starting Date/Expiration Date

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

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

12. Entire Agreement

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

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 No Breach of Contract

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

14.3 Extension of Time

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

of Force Majeure.

14.4 Payments

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

15. Termination

15.1 By the Procuring Agency

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

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

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

- a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

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

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

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

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

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

17.3 Prohibition of Conflicting Activities

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

- a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

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

19. Insurance to be Taken Out by the Bidder

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

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

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

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

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

22.2 Correction for Over-payment

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

22.3 Lack of performance penalty

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

23. Performance Guarantee

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

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

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

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

24. Fraud and Corruption

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

25. Sustainable Procurement

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

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

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

29. Change in the Applicable Law

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

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

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

32. Terms and Conditions of Payment

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

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

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

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

35. Correction of Defects, and

Lack of Performance Penalty

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

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

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

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

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

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: PURCHASE OF COCHLEAR IMPLANTS (HEARING DEVICES) OUT OF THE FUNDS ALLOCATED BY GOVERNMENT OF PAKISTAN MINISTRY OF POVERTY ALLEVIATION & SOCIAL SAFETY PAKISTAN BAIT-UL-MAL & OTHER SOURCES FINANCIAL YEAR 2026-2027, SZHL

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

Language:

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

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

+92-300-424-8941

pharmacy@skzmdc.edu.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist
Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore
Division (Division), Punjab (Province).
+92-300-424-8941
pharmacy@skzmdc.edu.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

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

Number of GC Clause 17

Conflict of Interest:

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

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06% to 2.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **3.00%** of the contract price in acceptable form of **Call at Deposit**

Number of GC Clause 32

Payment terms:

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

Number of GC Clause 33

Currency of Payment:

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

Number of GC Clause 34

Identifying Defects:

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

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.

The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.

The following incidental services shall be provided and the cost of which should include in the total bid price. a. The Supplier shall supply medical devices as far as possible as per tender requirements with Logo of the Federal Government. b. The following wording / insignia shall be printed in bold letters both in Urdu & English in indelible ink on each carton, pack, etc. In case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Procuring Agency.

“NOT FOR SALE” SHAIKH ZAYED HOSPITAL LAHORE PROPERTY” c. The name of medical devices, equally prominent, should be printed/on the outer cartons and on each Pack, etc. Besides the name and principal place of business of the Manufacturer, the manufacturing date & expiry date (where applicable) and batch/Lot No., should also be written on the outer carton and on each pack. In case of non-fulfillment of these requirements the supply shall not be accepted.

If the Supplier/bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.

e. The manufacturer/importer/sole agent/distributor/subsidiary shall follow the Medical Devices Labeling and Packaging requirements, framed under DRAP Act 2012/Medical Devices Rules 2017.

Number of GC Clause 37

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P119569**

To: **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PURCHASE OF COCHLEAR IMPLANTS (HEARING DEVICES) OUT OF THE FUNDS ALLOCATED BY GOVERNMENT OF PAKISTAN MINISTRY OF POVERTY ALLEVIATION & SOCIAL SAFETY PAKISTAN BAIT-UL-MAL & OTHER SOURCES FINANCIAL YEAR 2026-2027, SZHL (P119569)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

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

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

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

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

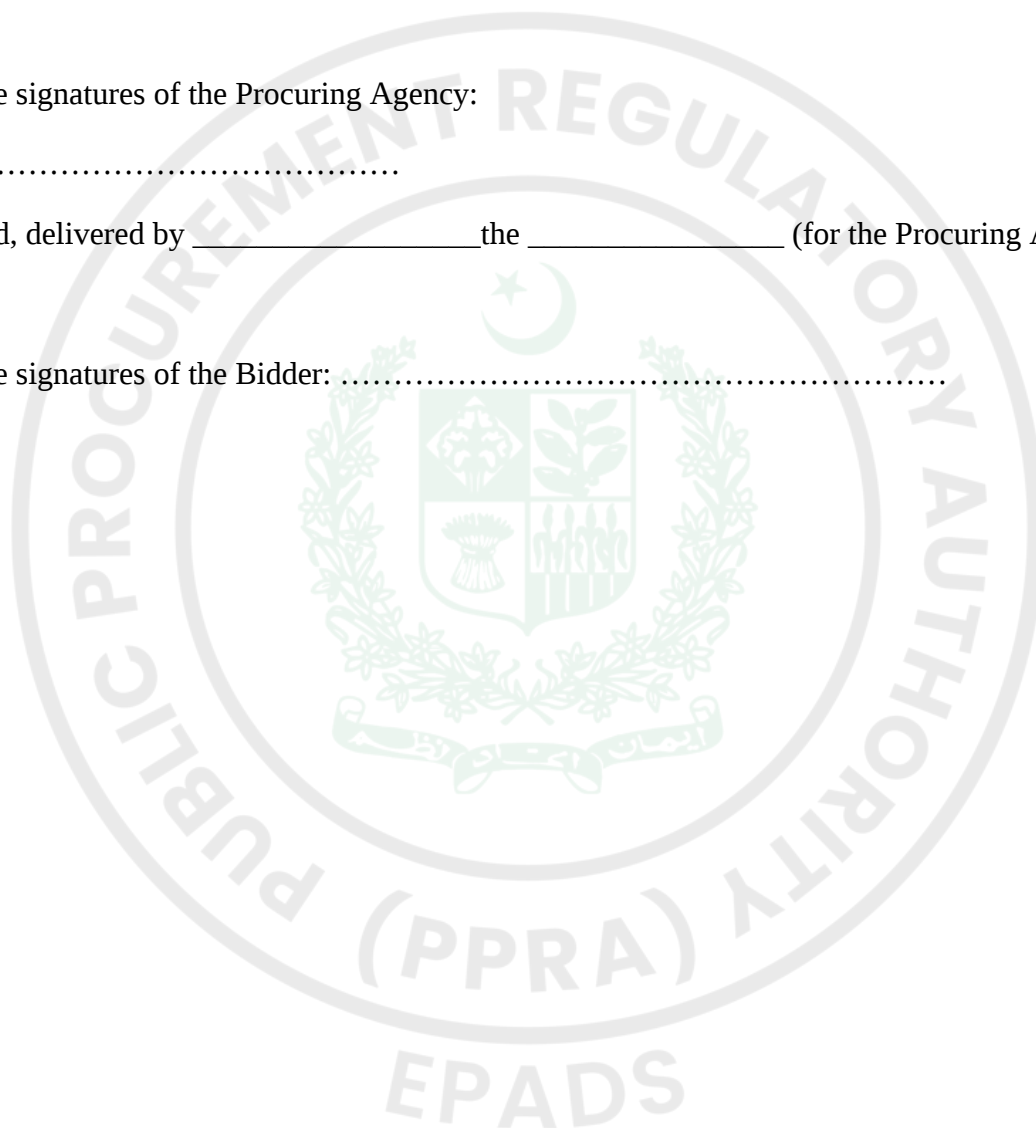
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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



Performance Guarantee Form

Performance Guarantee Form

To: **Sheikh Zayed Hospital (Shaikh Zayed Postgraduate Medical Institute (SZPGMI), Lahore), Pharmacist Pharmacy Department SZH, University Road, New Muslim City, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

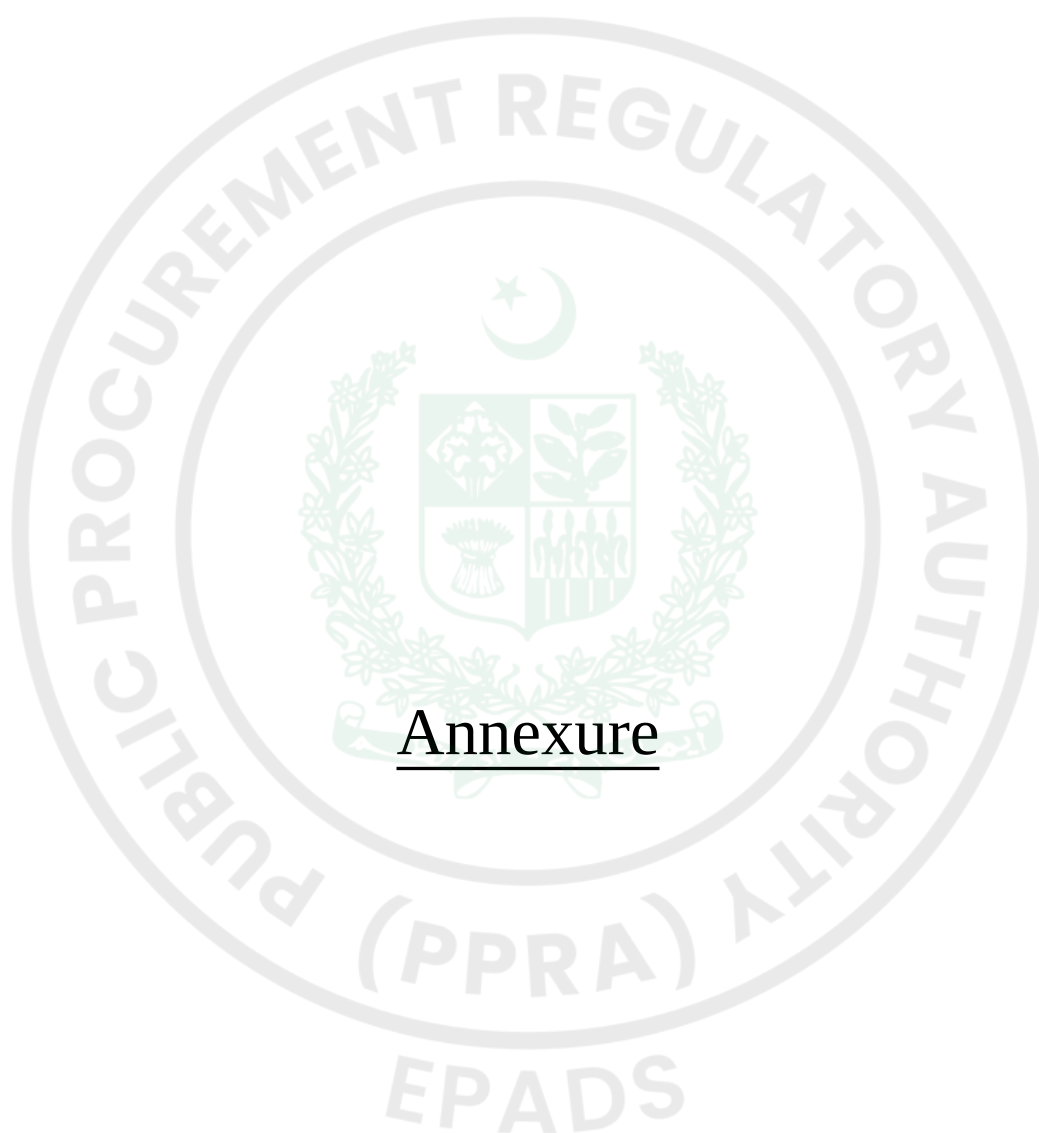
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Technical Specification

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical Specification** (page number: 77)

Bidding Documents

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Documents** (page number: 80)





Procurement Forms

Past Experience and Completed Contracts

Minimum (10) Ten Years history of the firm evident through Registration in the relative business.

Similarly it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal/Manufacturer should have been used in different public/private institutions/hospitals for at least one year. Documentary proofs shall have to be provided in this regard.

Satisfactory Report of Past Performance of the Bidder for Quoted/Supplied Product must be provided.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 118)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

CERTIFICATE (MUST BE PROVIDED ON E-STAMP PAPER WORTH RS 1200/-)

We M/s. _____ are not suspended/black listed/defaulters of any Government / Autonomy Institution at any time. In case of any violation on any terms and conditions, our security/call deposit may be forfeited and we shall not challenge it in any court of Law.

Moreover, we also confirm that the prices quoted in Shaikh Zayed Hospital, Lahore are not more than the prices quoted in other Government/Autonomy Institution. In case of any over pricing we shall be bound to refund that to the institution in the best interest of the Government/Hospital. We also confirm to abide by all the terms and conditions laid down in the Tender inquiry of time-to-time changed by the Government.

SIGNATURE _____

STAMP _____

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 119)

Financial Capacity and Net Worth Evaluation Form

National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender.

The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.

Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is Rs. 500 million. Financially sound party with excellent business record could get higher marks.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 121)

Average Annual Turnover

National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender.

The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.

Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is Rs. 500 million. Financially sound party with excellent business record could get higher marks.

Bank Statement /Balance sheet, NTN, GST (PST and Professional Tax Certificates of the Bidder.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 123)





Additional Forms and Documents

TECHNICAL SPECIFICATIONS

Estimated Quantity 150 devices

Estimated Cost per Unit: 2.1 million

INTERNAL UNIT:-

- The Internal component must be thinnest in size available in market.
- Multi channels (Channels: 22).
- Complete Cochlear Coverage (2.5 turn of cochlea for low frequency sounds)
- No. of Electrodes: More than 20 (With Appropriate length and positioning for precise stimulation).
- Slim Straight Implant Array, suitable for extended round window or cochleostomy surgeries.
- MRI Compatible: 3.0T (with magnet removal) and 1.5T (with magnet).
- Pulse width: 9µs ampere to 400 µs per phase or better
- Stimulation rate: 31,000 PPS or more
- Stimulation Mode: 2 or more
- Silicon covering to ensure the safety of device from seepage/leakage.
- Minimum electrodes must be 22.

EXTERNAL UNIT:-

- ❖ Digital Speech Processor.
- ❖ Dual-microphone
- ❖ Must have a Remote Control with provision of Program selection and Volume Control up & down functions.
- ❖ Self-Diagnostic System/Visual Indicator.
- ❖ Provision of Plug-in Assistive Listening Devices ALD system.
- ❖ Dust and Splash Proof.
- ❖ Should have the minimum IP rating value of 54.
- ❖ Should have minimum 2 rechargeable batteries with 1 disposable battery as backup which must be inbuilt.
- ❖ Compatible with Bluetooth streaming and also have mobile application.

WARRANTY:

- Comprehensive warranty of external unit of 03 years
- (Except for the lost, any breakage, non-functional and non-compatible with internal component, it will be replaced FOC during the period of warranty. During that time, the company is responsible to provide the

DR. SAFAR AZ LATIF
Associate Professor, MBBS, FCPS
Head and Neck Surgery Department
EPGMI & Sheikh Zayed Hospital
Lahore, Pakistan

external component so that the rehabilitation program must not be affected).

- warranty of internal unit of 10 years
- replacement/repair warranty is to be provided as follows:
 - i. Cochlear Implant: 10 years from date of Surgery.
 - ii. Sound processor: 3 years warranty from date of activation
 - iii. External components including:
 - a. Magnet, coil with cable: 3 years from date of fitting/activation.
 - b. Rechargeable Battery: 3 years from date of fitting/activation.
 - c. Battery charger and adapter: 3 years from date of fitting/activation.
 - d. Battery Holder/Batter cover: 3 years from date of fitting/activation.
 - e. Remote control: 3 years from date of fitting/activation.
 - f. All other accessories: 3 years from date of fitting/activation.

PRODUCT SUPPORT:

- For the life of the product including implanted and external Components, software and hardware support.
- Free upgrading of hardware/software in case product support of existing implant system is discontinued by manufacturer.

INFRASTRUCTURE SUPPORT:

- All necessary hardware and software required for pre-operative, Intra-operative and post-operative testing and programming of the Implant will be provided free of cost to Shaikh Zayed Hospital, Lahore at the time of first delivery.
- Implant specific surgical equipment should be provided free of cost to Shaikh Zayed Hospital, Lahore.
- Intra-operative telemetry system with all necessary items will be provided at the time of first delivery.

SERVICE NETWORK:

- Within 48 hours of request for such support.
- Should have wide network of service and repair centers all over Pakistan to provide after sale service like repair/replacement within Pakistan of the wearable components which includes wire, microphone, sound processors and any other accessories like magnetic coil etc. to the patients residing in various parts of Pakistan, directly by the company.

DR SARFARAZ LATIF
Associate Professor & Head of ENT,
Head and Neck Surgery Department
PPRA & Shaikh Zayed Hospital
Lahore, Pakistan

TRAINING:

- Onsite training of medical and paramedical person & continuing Education to be provided by the manufacturer as and when required.
- Training should include surgical procedures/techniques/advances, implant audiology, speech therapy, rehabilitation, support and hardware/software troubleshooting.

SUPPORTING PARTS:

- Surgical tool kit for cochlear implant surgery.
- Magnet removal tool kit including:
 - a. Magnet removal tool
 - b. Magnet insertion tool
- NRT Kit
- Mapping Device
- Laptop

SPECIAL TERMS AND CONDITIONS:

- The Participating firm should have to provide documentary evidence from the manufacturer that the quoted model is currently in their production line.
- The firm will provide the Free Sales Certificate from the country of origin and country of manufacturer of the quoted model.
- The Quoted model is currently in Practice in their country of the manufacturer & Origin.

COUNTRY/ORIGIN OF MANUFACTURER:

- Europe/USA/Australia

FDA/APPROVED:

- The Participating firm should have to be FDA/CE/ARTG Approved.


DR SARFRAZ LATIF
MBBS, FCPS
Associate Professor & Head of ENT,
Head and Neck Surgery Department
FPGMI & Sheikh Zayed Hospital
Lahore, Pakistan



BIDDING DOCUMENT

Purchase of Cochlear Implants (Hearing Devices)

Financial year 2026 - 2027

SHAIKH ZAYED HOSPITAL, LAHORE
PH: 042-35865731
Ext: 2209, 2243



TENDER NOTICE FOR PURCHASE OF COCHLEAR IMPLANTS (HEARING DEVICES) OUT OF THE FUNDS ALLOCATED BY GOVERNMENT OF PAKISTAN MINISTRY OF POVERTY ALLEVIATION & SOCIAL SAFETY PAKISTAN BAIT-UL-MAL & OTHER SOURCES FINANCIAL YEAR 2026-2027, SZHL

1.	Tender Enquiry	Purchase of Cochlear Implants (Hearing Devices) Through E-PAK Acquisition and Disposal System (EPADS) (Federal) Vol. 02 FY 2026-2027, SZHL
2.	Bid Security	@ 2% of the estimated cost (Rs. 6,300,000) (in the form of CDR, pay order & Bank Draft) (Bank Guarantee and cheques are not acceptable). (Along with Financial Bid & photocopy with Technical Bid).
3.	Equipment Name	FDA/CE/ARTG Approved Cochlear Implants (Hearing Devices)
4.	Approximate Quantity (Nos)	150 Devices
5.	Estimated Cost per Unit Estimated Cost of Contract	Rs. 2.10 Million (Rs. 2,100,000/-) Rs. 315 Million (Rs. 315,000,000/-)
6.	Mode of Purchase	Annual Contract
7.	Last date & time of tender submission Through EPADS along with hard copy	29-09-2026 at 11:00 a.m
8.	Tender opening date & Time	29-09-2026 at 11:30 a.m
9.	Tender opening Venue	Conference Room 1st Floor Shaikh Zayed Hospital Lahore.
10.	Validity of Tender	90 days (from the date of opening of the tender)
11.	User Department	E.N.T. (Head & Neck Surgery Department)

NOTE:-

1. All bidders will be bound to submit their Bid online on EPADS Vol. 02 and hard copy is to be submitted in Book Binding form otherwise Bid will be rejected.
2. Technical Bid of Quoted items should be attached on the very first page
3. Single Stage Two Envelope bidding procedure shall be applied. The envelope shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters in hard copy. Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
4. Pagination of the tender documents is to be made. The supporting documents with reference to the **Knock Out Clauses & Bid Evaluation Sheet** must be annexed serial wise at the start of the bidding documents.
5. The tender procedure shall be accomplished through E-PADS Vol. 02 & the soft and hard copy of the bid shall be submitted as per the laid down procedure.



INSTRUCTIONS TO BIDDER

1. Source of Funds:

Pakistan Bait-ul-Mal, Ministry of Poverty Alleviation & Social Safety Government of Pakistan, and other sources will allocate funds to the Shaikh Zayed Hospital, Lahore under their relevant head of Account. The Shaikh Zayed Hospital, Lahore intends to conclude Annual Rate Contract (Extendable for a period of three months or till finalization of the next rate contract, whichever is earlier) for the supply of medical devices on Free Delivery to Consignee's end basis.

2. Eligible bidders:

This Invitation for Bids is open to all Manufacturers and in case of imported goods, Authorized Sole Agents of the Foreign Principal in Pakistan. Manufacturer authorization Certificate from foreign principal shall also be updated on the website of that principal for supply of medical devices on Free Delivery to Consignee's end basis. The Authorized Sole Agents must possess a valid authorization from the Foreign Principal (Manufacturer in a foreign country) and in case of Manufacturer, they should have a documentary proof to the effect that they are the original manufacturer of the required medical devices etc. The bidder shall also have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

The firm should be registered on EPADS (E-PAK Acquisition & Disposal System) Vol. 02.

3. Eligible Goods and Services:

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term **"Goods"** includes any goods that are the subject of this Invitation for Bids and the term **"Services"** shall include related services such as transportation, insurance etc. The **"origin"** means the place where the goods are manufactured, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients/components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

THE BIDDING PROCEDURE

5. Single Stage – Two Envelope Bidding Procedure shall be applied:

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. The envelopes shall be marked as **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked **"TECHNICAL PROPOSAL"** shall be opened;
- iv. The envelope marked as **"FINANCIAL PROPOSAL"** shall be retained in the custody of Procuring Agency without being opened;
- v. The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;



- vi. During the technical evaluation, no amendments in the technical proposal shall be permitted;
- vii. The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- ix. The financial proposal of bids found technically non-responsive shall be returned **un-opened** to the respective bidders.
- x. The bid found to be the **lowest evaluated bid** shall be accepted. If not in conflict with any other laws, rules, regulation or policy of the Government of Pakistan.

THE BIDDING DOCUMENTS

6. Content of Bidding Documents:

i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include:-

- a. Instructions to bidders;
- b. General Conditions of Contract;
- c. Special Conditions of Contract;
- d. Schedule of Delivery;
- e. Technical Specifications;
- f. Contract Form;
- g. Manufacturer's Authorization Form;
- h. Performance Guarantee Form;
- i. Bid Form;
- j. Price Schedule;
- k. Bid Evaluation Criteria; and
- l. List of Medical Devices

ii. The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.

iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

iv. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents:

A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing on EPADS (Federal) Vol. 02. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than three (03) days after the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

8. Amendment of Bidding Documents:

At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.



PREPARATION OF BIDS

9. Language of Bid:

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 written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Document Comprising the Bids:

The bid comprise the following documents:

- a) Bid Form and Price Schedule completed in accordance with instructions to bidders (to be submitted along with financial proposal);
- b) Documentary evidence established in accordance with instructions to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents;
- d) Earnest Money in the shape of "Call Deposit" dully pledged in favor of Executive Director Shaikh Zayed Hospital, Lahore furnished @ 2% as per Tender terms & conditions.
- e) Bid Security, if any furnished in accordance with instructions to bidders.

11. Bid Form & Price Schedule:

The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their specifications, packing, quantity, and prices.

12. Bid Prices:

- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
- ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.
- iii. The bidder should quote the prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of tender enquiry, shall straightway be rejected.
- iv. The bidder is required to offer competitive prices. All prices must include the General Sales Tax (GST) with the inclusion of prevailing Sale Tax and other taxes and duties, where applicable. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.
- v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. **Conditional offer shall also be considered as non-responsive bidder.**
- vi. While tendering your quotation, the present trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.



13. Bid Currencies:

Prices shall be quoted on F.O.R & C&F basis free delivery to consignee end. State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid (LC cases).

14. Documents Establishing bidder's Eligibility and Qualification:

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
 - ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instructions to the bidders
 - iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) The Authorized Sole Agent shall have to produce letter of authorization from Foreign Principal (Manufacturer in a foreign country) and in case of Manufacturer, documentary proof to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
 - (b) National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender.
 - (c) The bidder shall submit an affidavit on legal E-stamp paper of worth Rs.1200/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (d) **Minimum (10) Ten Years history of the firm evident through Registration in the relative business.** Similarly it is mandatory that the item to be quoted by the Authorized Sole Agent of Foreign Principal/Manufacturer should have been used in different public/private institutions/hospitals for at least one year. Documentary proofs shall have to be provided in this regard.
 - (e) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - (f) The bidder must indicate the make of country of origin/Manufacturer of the item, capacity of production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.
 - (g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported items, the list of the countries in which the quoted item is available & is in use and the profile/credentials of the foreign Manufacturer in the respective foreign country shall be provided along with bid.
 - (h) The bidder shall provide firms balance sheet, latest tax paid, audit report (if under taken) and at least one year balance statement.
 - (i) The bidder shall submit total list of products it supplies in the market. The bidder shall also be responsible for providing up to date list of both public and private hospitals to which it has supplied the quoted item over the last two years along with supply order details.
- 15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**
- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.



- ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.
- iii. **Submission of samples:**
 - a) The bidder must produce the samples in commercial packing of quoted product(s) according to the specifications of demand of enquiry whenever demanded by the Technical Advisory Committee.
 - b) The representative sample(s) must be from the most recent stocks, supported by valid warranty.

16. Bid Security: The bidder shall submit Earnest Money @ 2% of the estimated cost (Rs. 6,300,000/-) as per tender enquiry in the form of CDR, Pay order, Bank Draft (Bank Guarantee & Cheques shall not be accepted) along with financial bid and photocopy with technical bid duly pledged in favor of Executive Director Shaikh Zayed Hospital, Lahore which will be returned back on submission of 3% performance guarantee/security in shape of Bank Guarantee on award of contract letter.

17. Bid Validity:

- i. Bids shall remain valid for the period of **90 days** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason 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. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. bidders who,-
 - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

18. Format and Signing of Bid:

- i. The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- iii. All bidding documents to be duly attested (signed and stamped) by the authorized person of the company.

SUBMISSION OF BIDS

19. Sealing and Marking of Bids:

- i. The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and;



- b. Bear the name and number indicated in the Invitation for Bids, and shall be inscribed by the wording “DO NOT OPEN BEFORE”.
- ii. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
- iii. If the outer as well as inner envelope is not sealed and marked as required by instructions to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

20. Deadline for Submission of Bids:

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instructions to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instructions to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Late Bid:

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.

22. Withdrawal of Bids:

The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instructions to bidders.

OPENING AND EVALUATION OF BIDS

23. Opening of Bids

- i. The Procuring Agency shall initially open only the envelopes marked “**TECHNICAL PROPOSAL**” in the presence of bidders/representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders/representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
- ii. The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
- iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

24. Clarification of Bids:

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 in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

25. Preliminary Examination:



- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. In the financial bids (at the time of opening of financial proposal) the arithmetical errors shall be rectified on the following basis. 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. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iv. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these **Clauses**, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws and Taxes & Duties shall be deemed to be a material deviation for technical proposals. 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.
- v. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

26. Evaluation & Comparison of Bids:

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous performance evaluation comments / reports, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instructions to bidders.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. In case of procurement on C&F / CIF basis: for the comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to instruction to bidders. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that date.
- v. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

27. Evaluation Criteria:

- i. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following evaluation criteria can be applied for the **TECHNICAL PROPOSAL**:



- i) The recommendations of Technical Advisory Committee.
- ii) The firm must have minimum experience of ten years, in supply of the relevant product with good performance certificate. The more experience the high marks criteria shall apply.
- iii) Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is Rs. 500 million. Financially sound party with excellent business record could get higher marks.
- iv) After technical evaluation is completed, the Procuring Agency shall simultaneously notify the bidders the date, time and location for opening the financial proposals. Bidder's attendance at the opening of financial proposals is optional.
- v) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the bidders who qualified technical evaluation shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

28. Contacting the Procuring Agency:

No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification.

29. Qualification & disqualification of bidders:

The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

30. Redressal of grievances and settlement of disputes:

Redressal of grievances by the procuring agency:

- *1. The procuring agency shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 2. Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.
- 3. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
- 4. In case the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.



Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.

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

7. Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

31. Rejection of Bids:

The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

No Offer will be Considered if it:

- i. Is received after the date & time fixed for its receipt.
- ii. Is unsigned.
- iii. Is conditional
- iv. Is given by a firm black listed, suspended or removed from the approved list of the Health Department Government of Pakistan, Autonomous Health Institutions or by the Federal Health Ministry.
- v. Is received with a validity period shorter than that required in the tender inquiry.
- vi. Does not conform to general conditions of the tender inquiry.
- vii. Is received without earnest money as specified in tender.

32. Re-Bidding:

If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under PPRA Rules 2004 (amended). The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

33. Announcement of Evaluation Report:

The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

AWARD OF CONTRACT

34. Acceptance of Bid and Award criteria:

The bidder with the most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

35. Procuring Agency's right to vary quantities at time of award:

The Procuring Agency reserves the right at the time of Rate/Running Contract's award to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions. Quantity of requisite/advertised stores can be increased or decreased in best interest of the institution as per demand by end user.

36. Negotiations:



The bidders shall quote minimum and competitive rates. Save as otherwise provided there shall be no negotiations with the bidder having lowest evaluated bid or with any other bidder; provided that the extent of bidding permissible shall be subject to the regulations issued by PPRA.

37. Notification of Award:

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

38 Signing of Contract:

- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all codal formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the amount of earnest money shall be forfeited and the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.
- iii. The contractor is to submit E-Stamp Paper of worth Rs. 25 paisa per every one hundred rupees of the total value of the each sanction order/invoice under section 22 (A) (b) of Schedule 1 of Stamp Duty Act 1899 read with Finance Act-1995 (Act-VI of 1995) notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.

39. Performance Guarantee / Security:

- i. The successful bidder shall furnish the Performance Guarantee/Security in accordance with the Conditions of Contract, in the shape of Bank Guarantee/Security form provided in the bidding documents. The Performance Guarantee will be 3% of the contract amount. The Performance Guarantee shall be deposited in the shape of Call Deposit. Pay order/cheques will not be acceptable.
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

40. Schedule of Requirement:

The supplies shall be delivered within 30 days w. e. f the next date after the date of issue of Purchase Order without penalty. In case of late delivery of goods beyond the Delivery Period specified in the Purchase Order, penalty @ 0.067% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the supplier 2% penalty will be imposed one time to the supplier in case of Non-supplied item.

41. Corrupt or Fraudulent Practices:

- a. The Procuring Agency requires that the Procuring Agency as well as bidders/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:



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. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

c. Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded 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.

42. Mechanism of Blacklisting:

i. The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:

a). Involved in corrupt and fraudulent practices defined in Rule-2 of Public Procurement Rules.

b). Fails to perform his contractual obligations.

c). Fails to abide by the id securing declaration.

ii. The show cause notice shall contain:

a). Precise allegation, against the bidder or contractor.

b). The maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the procuring agency.

c). The statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

iii. The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.

iv. In case, the bidder or contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or contractor / authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

v. In case the bidder or contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

vi. The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

vii. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

viii. The procuring agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.



ix. Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

x. The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such black listing or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The committee shall evaluate the case and decide within ninety days of filing of review petition.

xi. The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The committee may pass such order on the representation may deem fit.

xii. The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

GENERAL CONDITIONS OF CONTRACT

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated against each;

a. **“The Rate Contract”** is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are mentioned in the Rate Contract and the successful bidder is bound to accept any order which may be placed upon him at the rates specified within the period of the contract. The Rate Contract may be concluded with one or more contractors.

b. **“The Running Contract”** is a contract for the supply of an approximate quantity of stores at specified price during period of contract. The approximate requirements of a number of indenters for the period in question are combined by the Procuring Agency. The running contract also provides that any of these indenters may demand his requirement at any time or at specified period during the currency of the contract. The ordinary period of the Currency of the Rate or Running Contracts shall be One Year (Extendable) from the date of issuance of the Award Letter, either direct from the firm or by indent on the same Procuring Agency.

c. **“The Contract”** means the agreement 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.

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

e. **“The Goods”** means Medical Devices which the Supplier is required to supply to the Procuring Agency under the Contract.

f. **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

g. **“The Procuring Agency”** means the Shaikh Zayed Hospital Lahore working under the administrative control of Government of the Pakistan Health Department.



h. **“The Supplier”** means the individual or firm supplying the goods under this Contract.

2. Application:

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

3. Country of Origin:

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

4. Standards:

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

5. Use of Contract Documents and Information:

- i) The Supplier shall not 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.
- ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
- iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
- iv) The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

6. Patent Rights:

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.

7. Submission of Samples:

The bidder must produce the samples in commercial packing of quoted product(s) according to the specifications of demand of enquiry whenever demanded by the Institutional Technical Committee.

8. Ensuring intimation of storage arrangements:

To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

9. Inspections and performance evaluation

- i) The Procuring Agency or its representative shall have the right to inspect and / or to test the performance of the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
- ii) The inspection committee constituted by the Consignee shall inspect the quantity and specifications of goods after receipt of satisfactory performance test report from the end user. The cost of performance evaluation shall be borne by the supplier.
- iii) The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids/Performance test report is unsatisfactory/Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
- iv) The Procuring Agency’s right to inspect & test the performance and, where necessary, reject the goods after the arrival at Procuring Agency’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested in respect of performance, and passed by the Procuring Agency or its representative.



v) Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Performance test and Physical Examination / Inspection of Goods:

- i. All the medical devices shall be acceptable subject to satisfactory performance test and physical examination. The performance test shall be carried out by the end user. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and satisfactory performance test report by the end user.
- ii. If the Goods supplied are found during physical examination/inspection to be against the required specifications, approved samples, etc, even if it is evaluated of satisfactory performance, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within stipulated period of time from the date of communication of decision to the Manufacturer/Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years.

11. Delivery and Documents:

The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.

12. Insurance:

The goods supplied under the Contract shall be delivered duty paid.

13. Transportation:

The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

14. Incidental Services:

The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.

15. Warranty:

The medical devices shall be accompanied by the necessary warranty on judicial paper. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

16. Payment:

The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak Rupees which will be paid after satisfactory report by the Inspection Committee for free delivery at consignee end. In case of import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/Bill of lading, Insurance, Inspection



certificate of the manufacturer, country of origin, compliance of International standards of quality as per bid as per INCOTERMS.

17. Prices:

Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

18. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

19. Subcontracts:

The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

20. Delays in the Supplier's Performance:

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. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible after the receipt of the supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

21. Penalties/liquidated Damages:

In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of stocks not of satisfactory performance as reported by the end user the destruction cost will be borne by the firm i.e. Burning, Dumping and Incineration. If the firm provides stocks not of standard quality and fail to provide the item the payment of risk purchase (which will be purchased by the Consignee) the price difference shall be paid by the Firm.

22. Termination for Default:

The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

23. Force Majeure:

Notwithstanding the provisions of general conditions of contract the Supplier shall not be liable for forfeiture of its Performance Guaranty/bid Security, or termination/blacklisting for default if and to the extent that its 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 Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to miss planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. 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 Committee of Shaikh Zayed Hospital Lahore, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the 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.

24. Termination for Insolvency:

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

25. Arbitration and Resolution of Disputes:

The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 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 to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

26. Governing Language:

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.

27. Applicable Law:

This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

28. Notices

- i. Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
- ii. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITION OF CONTRACT

1. Definitions:

- i. **"The Bid"** means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;
- ii. **"The Bidder"** means a person who submits a bid;



- iii. **“The Contractor:** means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works; and
- iv. **“Most advantageous bid means”:-** a bid or proposal goods, works or services that after meeting the eligibility and or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding of request for proposals document, and
- v. Evaluated as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the bidding documents or request for proposal documents which shall be in conformity with the selection techniques to be issued by the Authority.
- vi. Open framework agreement” means an agreement with specified terms and conditions without any agreed price.

2. Country of Origin:

All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.

3. Performance Guarantee/Security:

The successful bidder shall furnish the Performance Guarantee in the shape of (Bank Guarantee)/Security on the legal stamp paper equivalent to 3% of the total Contract amount from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.

4. Inspection and Performance test:

Inspection and performance test by the end user at final acceptance shall be in accordance with the conditions of contract. After delivery at consignee's end basis and satisfactory performance test report from the end user, the goods shall be inspected/examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms/conditions of the Contract. The Committee shall submit its inspection report to the Procuring Agency along with invoice/bills/delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.

5. Delivery and documents:

The Supplier shall provide the following documents at the time of delivery of goods to consignee for verification and onward submission to quarters concerned, duly completed in all respect for payment.

- (i) Original copies of Delivery Note/Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), quantity and manufacturing & expiry date(where applicable).
- (ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency / destination to which delivery is to be made, item's description, Batch No(s), manufacturing & expiry date(where applicable), quantity, per unit cost, and total amount.
- (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.

6. Insurance:

The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.

7. Incidental Services:

The following incidental services shall be provided and the cost of which should include in the total bid price.

- a. The Supplier shall supply medical devices as far as possible as per tender requirements with Logo of the Federal Government.



- b. The following wording / insignia shall be printed in bold letters both in Urdu & English in indelible **ink on each carton, pack, etc. In case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Procuring Agency.**

“NOT FOR SALE”

SHAIKH ZAYED HOSPITAL LAHORE PROPERTY”

- c. The name of medical devices, equally prominent, should be printed/on the outer cartons and on each Pack, etc. Besides the name and principal place of business of the Manufacturer, the manufacturing date & expiry date (where applicable) and batch/Lot No., should also be written on the outer carton and on each pack. In case of non-fulfillment of these requirements the supply shall not be accepted.
- d. If the Supplier/bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.
- e. The manufacturer/importer/sole agent/distributor/subsidiary shall follow the Medical Devices Labeling and Packaging requirements, framed under DRAP Act 2012/Medical Devices Rules 2017.

8. Warranty:

Warranty will be specified in technical specifications. The Supplier further warrants that the supplied goods are in compliance with the provisions of DRAP Act 2012/Medical Device Rules 2017 framed there under.

Execution of Warranty

- a. A Log Book for the medical equipment, which needs regular after sales services (To be specified by the procuring agency in bidding document), shall be maintained by the Supplier Service Engineer in consultation with the end user department. This will include the name of the equipment down time, preventive maintenance schedule, replacement of parts, down time etc.
- b. The Warranty will start from the date of acceptance of equipment/device as per contracted specifications and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.
- c. The maintenance will be the responsibility of the manufacturer/their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.
- d. Software and hardware up-gradation of the computing system should be carried out as available during warranty period as recommended by the manufacturer.
- e. Manufacturer/Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during commissioning period.
- f. Manufacturer will guarantee the availability of spare part and accessories for the system for ten years for internal part and for three years for external part.
- g. Uptime shall be defined as the time available to the user for doing procedures/data acquisition and processing during working hours throughout the year.
- h. Manufacturer/Supplier shall check system performance during and after every 4-months. An “Optimal Percentage” will be calculated by dividing “System in Service” hours by hours available, both measured on the basis of working hours as detailed above.
- i. If the uptime percentage for the measurement period (04-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty/service contract period.
- I. 100% - 95% No Penalty
- II. 95% - 90% The warranty period will be extended by 2.0 times the number of days as extra down time
- III. 90% - 80% The warranty period will be extended by 3.0 times the number of days as extra down time



IV. Below 80% The warranty period will be extended by 4.0 times the number of days as extra down time

i. Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.

j. The firm will be bound to make arrangements for availability of qualified technical staff in hospital/site for prompt execution/coordination of after sale services.

k. Down time will start when the end user/Staff In-charge notifies the designated service facility verbally or in writing to qualified technical staff of the firm stationed in the Hospital.

l. Down time will end once the repairs have been affected and the system is again available for clinical use.

m. The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.

n. The firm will bound to execute the installation/maintenance according to the installation/service protocol and will replace the components/kits recommended by the manufacturers for installation and Periodic Preventive maintenance.

o. The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/advised by the manufacturer.

p. Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the hospital for the high-tech equipment.

q. The manufacturer/supplier will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical/magnetic/temperature and humidity conditions. Such a check should be made monthly and record should be maintained in the log book of the hospital.

9. Training

a. Onsite training of medical and paramedical person & continuing Education to be provided by the manufacturer as and when required.

b. Training should include surgical procedures/techniques/advances, implant audiology, speech therapy, rehabilitation, support and hardware/software troubleshooting.

10. Payment:

a. The Payment shall be in Pak Rupees.

b. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer/signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and satisfactory performance evaluation report by the end user.

c. In case of import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, country of origin, compliance of International standards of quality as per bid as per INCOTERMS. All the charges of transportation, loading, unloading, cold chain maintenance will be borne by the supplier as per General conditions of the contract. Any other charges amendments/extension in LC will be to the account of supplier.

11. Price Reasonability Certificate:



The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government/Autonomous Institutions, etc. In case of over pricing/overcharging detected at any stage, the overcharged amount shall be refunded to Shaikh Zayed Hospital Lahore

12. Penalties/ Liquidated Damages:

- a. In case where the deliveries as per contract are not completed within the time frame specified in the Purchase Order, Risk & Cost Purchase will be initiated against the firm and the difference will be deducted from the pending bill/CDR of the firm.
- b. Every Single items in the purchase order is to be treated as separate order itself and failure on part of the firm to supply any of the item in the purchase order will be considered as non-supplied item and Risk & Cost purchase will be imposed as per terms & conditions laid down in the bidding documents/Award Letter/Purchase Order.
- c. For every single item in the purchase order until not less than 80% supplied by the contractor, the bill will be excepted and processed and 2% non-supplied penalty shall be imposed for that particular item as per Tender Terms & Conditions.
- d. i). Late Delivery Charges after expiration of due date of Purchase Order will be @ 0.067% per day/@ 2% per month.
ii). If the firm fails to supply the whole installments, the entire amount of bid Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two years followed by show cause notice.
- e. If the firm fails to supply 2 purchase order in business history of Shaikh Zayed Hospital Lahore during the financial year, it will be declared as non-responsive firm.

13. Arbitration and Resolution of Disputes:

In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Secretary Health or his nominee shall act as sole *ARBITRATOR*. The decisions taken and / or award made by the sole arbitrator shall be final and binding on the Parties.

14. Governing Language:

The language of this Contract shall be in English.

15. Applicable Law:

This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction. The Executive Director reserves the right to accept to reject all or any offer as per Rule-33 of Public Procurement Rules 2004 (Amended).

Administrator/Executive Director
Shaikh Zayed Hospital
Lahore.

Note:

All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by Federal PPRA Procurement Rules, 2004 (**Amended**)





CERTIFICATE (MUST BE PROVIDED ON E-STAMP PAPER WORTH RS 1200/-)

We M/s. _____ are not suspended/black listed/defaulters of any Government / Autonomy Institution at any time. In case of any violation on any terms and conditions, our security/call deposit may be forfeited and we shall not challenge it in any court of Law.

Moreover, we also confirm that the prices quoted in Shaikh Zayed Hospital, Lahore are not more than the prices quoted in other Government/Autonomy Institution. In case of any over pricing we shall be bound to refund that to the institution in the best interest of the Government/Hospital. We also confirm to abide by all the terms and conditions laid down in the Tender inquiry of time-to-time changed by the Government.

SIGNATURE _____

STAMP _____



BIO DATA OF THE PARTICIPATING FIRM

1- Name of the firm: _____

2- Name of the authorized Representative: _____

3- C.N.I.C. No.: _____

4- Registration No. with the Sale Tax Department: _____

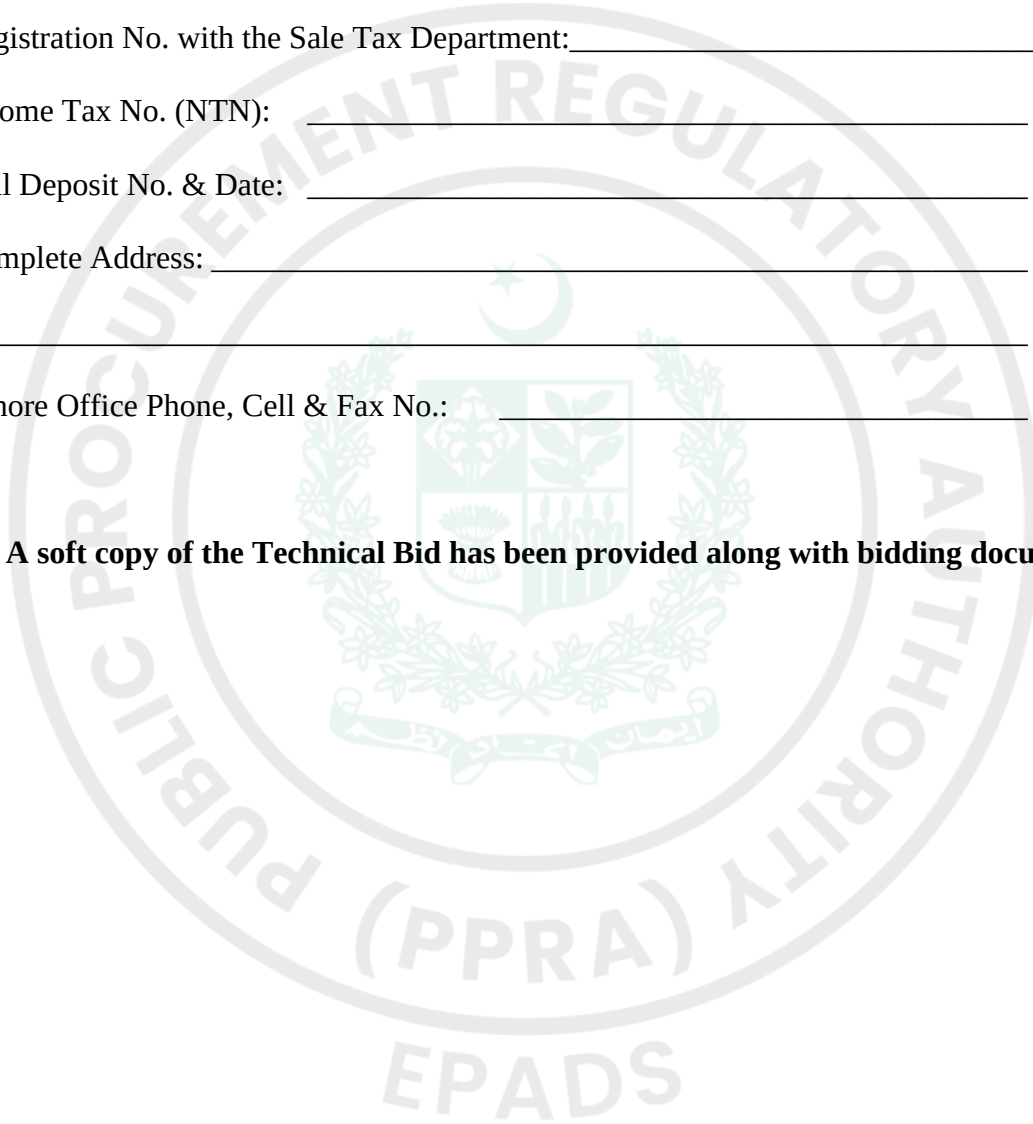
5- Income Tax No. (NTN): _____

6- Call Deposit No. & Date: _____

7- Complete Address: _____

8- Lahore Office Phone, Cell & Fax No.: _____

Note: A soft copy of the Technical Bid has been provided along with bidding documents.





Technical Evaluation Criteria (Medical Device)

1. For evaluation of bids KNOCKED DOWN CRITERIA will be applied. The bids conforming to the specifications and pre-requisite conditions indicated in specifications will be considered for further technical evaluation.
2. The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straight away be rejected.
3. The bidder must possess valid authorization/agreement from the Foreign Manufacturer.
4. The manufacturer should have documentary evidence to the fact that they are the original Manufacture of the quoted product with indication of manufacturing site and its location and ensure that the quoted model is currently in their production line.
5. The firm will provide the Free Sales Certificate from the county of origin and country of manufacturer of the quoted model.
6. The quoted model must be currently in practice in their country of the manufacturer and origin through documentary evidence.
7. Product Support should be provided for the life of the product including implanted and external Components, software and hardware support. Free upgrading of hardware/software in case product support of existing implant system is discontinued by manufacturer.
8. All necessary hardware and software required for pre-operative, Intra-operative and post-operative testing and programming of the Implant will be provided free of cost to Shaikh Zayed Hospital, Lahore at the time of first delivery.
9. Implant specific surgical equipment should be provided free of cost to Shaikh Zayed Hospital, Lahore. Intra-operative telemetry system with all necessary items will be provided at the time of first delivery.
10. Service Network should be provided within 48 hours of request for such support. The firm should have wide network of service and repair centers all over Pakistan to provide after sale service like repair/replacement within Pakistan of the wearable components which includes wire, microphone, sound processors and any other accessories like magnetic coil etc. to the patients residing in various parts of Pakistan, directly by the company.
11. Comprehensive replacement/repair warranty is to be provided as follows:
 - i. Cochlear Implant: 10 years from date of Surgery.
 - ii. Sound processor: 3 years warranty from date of activation
 - iii. External components including:
 - Magnet, coil with cable: 3 years from date of fitting/activation.
 - Rechargeable Battery: 3 years from date of fitting/activation.
 - Battery charger and adapter: 3 years from date of fitting/activation.



- Battery Holder/Batter cover: 3 years from date of fitting/activation.
- Remote control: 3 years from date of fitting/activation.
- All other accessories: 3 years from date of fitting/activation.

12. Satisfactory Report of Past Performance of the Bidder for Quoted/Supplied Product.

13. Sufficient Technical and Engineering capabilities of the firm. Where after sales services are necessary (attached a list of technical and engineering staff, special testing equipment/calibration/repair tools for equipment).

14. Submission of valid legally enforceable letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized from with the bid document.

15.A. Any one of the following product quality certificates is required for medical devices for eligibility. **CE/FDA/ARTG** approved Cochlear Implant registered with **DRAP** in compliance with DRAP Act 2012 and Medical Devices Rules 2017.

16. Minimum **ten (10) years history of the firm evident through registration in the relative business.** The quoted model of imported product shall be available on the current official website of the manufacturer otherwise the quoted product shall be considered obsolete/redundant and will straight away be rejected.

17. The firms shall also declare the make, model, country of origin of all accessories to be provided with the equipment.

18. An affidavit on E-judicial paper worth Rs. 1200/- from the bidder stating that their firm is never been black listed by any of the Federal and Provincial Government of organizations of the State/Central Government in Pakistan.

19. The contract of the Award Letter TOR(s) shall be re-produced on E-judicial paper worth @ 0.25% of the contract amount.

20. A certificate indicating Date of Manufacturing and Passing of the Cochlear Implant (hearing devices) should be inside the packing of the respective medical device (s)

No Refurbished Device will be acceptable.

21. DRAP Form # 4 (License to import Medical Devices) is required from bidding firms.



KNOCK OUT LIST

Sr.#	KNOCK OUT CLAUSES	Annexure placed at page #	YES	NO
1.	Bid Security as per Tender Enquiry @ 2% (6,300,000/-) in the form of CDR, Pay Order, Bank Draft (Bank Guarantee & cheques shall not be accepted) along with Financial Bid & Photo Copy with the Technical Bid			
2.	The Bidder must provide Authorization letter from Manufacturer/Valid Sole Agent Certificate in case of Sole Distributor duly attested by the embassy of Pakistan in the country of Origin or Embassy of the country of Origin in Pakistan or through Apostille System.			
3.	The Certificate of the Manufacturer/Sole Agent/Sole Authorized Distributor that the devices by the Bidder against this tender will be Brand new and as per require technical specifications of the quoted model (available on manufactures website). Import Documents will be submitted at the time of supply of the respective product by successful bidder. No refurbished device will be accepted.			
4.	Minimum (10) Ten Years history of the firm evident through Registration in the relative business.			
5.	List of Leading Government Teaching Hospital in Pakistan, Documentary Proof by the Bidder. The Committee may ask for the inspection of the respective Product and Visit/Inspection of the Reference Site.			
6.	FDA/CE/ARTG approved cochlear implant registered with DRAP shall be provided/inserted.			
7.	The cochlear implant shall be at least 1.5 tesla with magnet or 3.0 tesla with magnet removal.			
8.	Evidence of registration of the device and the product with DRAP.			
9.	An affidavit on E-judicial paper worth Rs. 1200/- from the bidder stating that their firm is never been black listed by any of the Federal and Provincial Government of organizations of the State/Central Government in Pakistan.			
10.	Acceptance of the Terms and Condition, Tender Documents duly signed & stamped.			
11.	Company Profile including Engineering and Managerial Capability of the bidder.			
12.	Bank Statement /Balance sheet, NTN, GST (PST and Professional Tax Certificates of the Bidder.			
13.	The bidder shall submit a certificate to the effect that the quoted prices are reasonable and are not more than the prices quoted in other Government/Autonomous Institutions, etc. In case of over pricing/overcharging detected at any stage, the overcharged amount shall be refunded to Shaikh Zayed Hospital, Lahore.			
14.	Price not mentioned in Technical Bid.			
15.	All Bidding Documents to be submitted in Book Binding Form.			



BID EVALUATION SHEET

Package no/Tender Number: _____

Name of the Equipment and Quantity: _____

PART-1

KNOCK DOWN CRITERIA (COMMERCIAL EVALUATION)

(To be evaluated by Purchase and Biomedical Engineering Department)

(All evaluation parameters defined below are mandatory for compliance)

S. No.	Evaluation Parameters	Annexure placed at page #	M/S ABC	M/S XYZ
1.	Affidavit from Bidder		Yes/No	Yes/No
2.	Bid Security		Yes/No	Yes/No
3.	Bid Validity		Yes/No	Yes/No
4.	Delivery Period		Yes/No	Yes/No
	REMARKS:		(Eligible/Not eligible for further evaluation of (PART-II))	(Eligible/Not Eligible for further evaluation of PART-II)



PART-II

KNOCK DOWN CRITERIA (VENDOR EVALUATION)

(To be evaluated by Biomedical Engineering Technical Evaluation Committee)

(All evaluation parameters defined below are mandatory for compliance)

Sr. No.	Evaluation Parameters	Annexure placed at page #	M/S.ABC	M/S XYZ
1.	Exclusive Authorization/Sole Agent/Authorized Sole Distributor Certificate by the Manufacturer		Yes/No	Yes/No
2.	Technical & Engineering capability (As defined for the specific tender in specifications)		Yes/No	Yes/No
3.	Certificate from the Foreign Principal/Manufacturer about the respective device against this specific tender will be as per required technical specifications of the quoted model.		Yes/No	Yes/No
4.	Vendor Past performance (In case of unsatisfactory performance, details must be mentioned)		Satisfactory/Unsatisfactory	Satisfactory/Unsatisfactory
5.	Availability of relevant Tools and Testing/Calibration Equipment		Yes/No	Yes/No
6.	Compliance of Warranty as per tender		Yes/No	Yes/No
	REMARKS:		(Eligible/Not Eligible for further evaluation of PART-III)	(Eligible/Not Eligible for further evaluation of PART-III)



PART-III

KNOCK DOWN CRITERIA (PRODUCT EVALUATION)

(All evaluation parameters defined below are mandatory for compliance)

Sr. No.	SPECIFICATION COMPLIANCE / EVALUATION PARAMETERS			
		Annexure placed at page #		
1.	Name of Device/Brand & Model			
2.	Country of Manufacturer			
3.	Country of Origin of Product/Model			
4.	Compliance with defined Quality			
5.	Specification Compliance Feature wise		Remarks	Remarks
6.	Specifications		Technically Acceptable/Not (Mention the reasons)	Technically Acceptable/Not (Mention the reasons)
7.	Technical Eligibility of the Product		Eligible/Not Eligible	Eligible/Not Eligible
8.	Technical Eligibility of the Firm		Eligible/Not Eligible	Eligible/Not Eligible
9.	Bid Status		Responsive / Substantially Responsive/Non Responsive	Responsive / Substantially Responsive/Non Responsive



PERFORMANCE GUARANTEE/ SECURITY FORM

To,

Administrator/Executive Director,
Shaikh Zayed Hospital,
Lahore

Whereas M/S _____ (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. _____ dated _____ to supply [description of goods] (hereinafter called “the Contract”).

And whereas, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 3% of the total Contract as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 2027

Signature and Seal of the Guarantors/ Bank

Address _____

Date _____



MANUFACTURER / SOLE AGENT OF FOREIGN PRINCIPAL AUTHORIZATION FORM

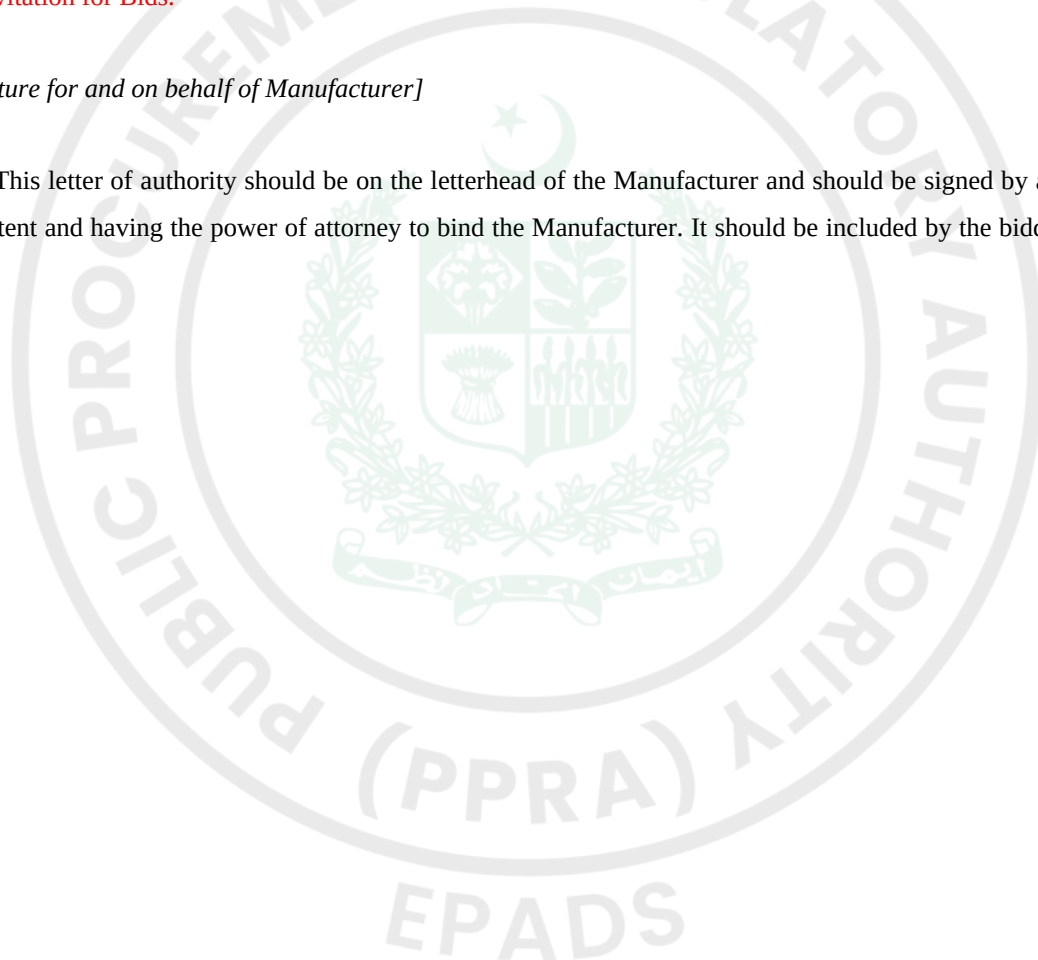
To,

Administrator/Executive Director,
Shaikh Zayed Hospital,
Lahore

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 Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against No. *[reference of the Invitation to Bid]* for the goods manufactured by us. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the bidder in its bid.





CONTRACT FORM

THIS CONTRACT is made at -----on----- day of----- 2026 between the Executive Director Shaikh Zayed Hospital Lahore (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) cost per unit,

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. *Price Schedule submitted by the bidder,*
 - b. *Technical Specifications;*
 - c. *General Conditions of Contract;*
 - d. *Special Conditions of Contract; and*
 - e. *Procuring Agency’s Award of contract; and*
 - f. *Purchase Order*
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 this Contract.
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 this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [*the Seller/Supplier*] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan, except that which has been expressly declared pursuant hereto.



7. [The Supplier] certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with any Government (Federal/Provincial) and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.

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

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Federal Secretary Health or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

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

12. If the firms provide substandard item and fail to provide the item the payment of risk purchase, the price difference shall be paid by the Firm

13. In case of supply of stocks are not of required quality the destruction cost will be borne by the firm i.e Burning, Dumping and Incineration.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

SIGNED/ SEALED BY THE MANUFACTURER/ AUTHORIZED PERSON	SIGNED/SEALED BY PROCURING AGENCY
1 _____	1 _____



BID FORM

Date: _____

No. _____

To,

Administrator/Executive Director,
Shaikh Zayed Hospital,
Lahore

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount _____], [Bid Amount in words _____] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Five Percent of the Contract Price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, as per detail given below:

Name and address of agent ----- Amount -----
(if none, state "none")."

Dated this _____ day of _____ 2026

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of.

Attachment

=====



FINANCIAL BID FORM/PRICE SCHEDULE

Name of bidder _____

No. _____

SR#	Name of Item	Accounting Unit	Quantity Required			UNIT PRICE				TOTAL COST 11=(4*10)
				Country of Origin	Brand Name, Make & Model	Value Excluding Sale Tax Rs.	Rate of Sale Tax (if applicable)	Value of Sale Tax Rs.	Value Including Sale Tax Rs. 10=(7+9)	
1	2	3	4	5	6	7	8	9	10	11
2										
Total price in figures										
Total price in words										

Total bid value (against which a Bid shall be evaluated) in figures.

Total bid value (against which a Bid shall be evaluated) in words.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Sign and Stamp of bidder



SCHEDULE OF REQUIREMENT
FOR MEDICAL DEVICES

The supplies shall be delivered within delivery date with effect from the next date after date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirements:-

MODE OF PENALTY	DELIVERY PERIOD
Without penalty	As demanded by procuring agency



Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.