

BIDDING DOCUMENTS
FOR
ELECTRO-MEDICAL EQUIPMENT ETC FOR
REVAMPING OF DENTAL DEPARTMENT
RAWALPINDI CANTT



(YEAR 2023 - 24)

CANTONMENT BOARD, RAWALPINDI
OPPOSITE A.W.T PLAZA, THE MALL,
RAWALPINDI CANTT

TABLE OF CONTENTS

(A)- Invitations for Bids / Letter for Invitation

(B)- Instructions to Bidder

(C)- General Instructions

1. Content of Bidding Documents
2. Source of Funds
3. Eligible Bidders
4. Eligible Goods and Services
5. Cost of Bidding
6. Clarification of Bidding Documents
7. Amendment of Bidding Documents
8. Qualification and disqualification of Bidders
9. Corrupt or Fraudulent Practices

(D)-Preparation of Bids

10. Language of Bid
11. Documents Comprising the Bid
12. Bid Form and Price Schedule
13. Bid Prices
14. Bid Currencies
15. Documents Establishing Bidder's Eligibility and Qualification
16. Documents Establishing Good's Eligibility and Conformity to Bidding Document
17. Bid Security
18. Bid Validity
19. Format and Signing of Bid
20. Sealing and Marking of Bids
21. Deadline for Submission of Bids
22. Late Bid
23. Withdrawal of Bids.

(E)-Bidding Procedure

24. Single Stage-Two Envelops Bidding Procedure

(F)-Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency
26. Clarification of Bids
27. Preliminary Examination
28. Evaluation and Comparison of Bids
29. Evaluation Criteria
30. Contracting the procuring agency
31. Rejection of bids
32. Re-bidding
33. Announcement of evaluation report
34. Award of contract
35. Procuring agency's right to vary quantities
36. Limitations of negotiation
37. Notification of Awards
38. Signing of Contract
39. Performance Guarantee

40. Schedule of Requirements
41. Redressal of grievances by the Procuring Agency

(G)-General Conditions of Contract

1. Definitions
2. Application
3. Country of Origin
4. Standards
5. Use of Contract Documents and Information
6. Patent Rights
7. Submission of Samples
8. Ensuring storage/installation arrangements
9. Inspection and Tests
10. Physical examination/Inspection of goods
11. Delivery of Documents
12. Insurance
13. Transportation
14. Incidental Services.
15. Warranty
16. Payment
17. Prices
18. Contract Amendments
19. Assignment
20. Subcontracts
21. Delays in the Supplier's Performance
22. Penalties/liquidated Damages
23. Termination for Default
24. Force Majeure
25. Termination for Insolvency
26. Arbitration and Resolution of Disputes
27. Governing Language
28. Applicable Law
29. Notices

(H)-Special Conditions of Contract

(J)- Annexure

- 1) Invitation for Bids
- 2) Performance Guarantee Form
- 3) Contract Form
- 4) Bid Form
- 5) Price Schedule (CFR/CPT type)

- 6) Price Schedule (DDP type)
- 7) Bid Evaluation Report (Template)
- 8) Supplier & Manufacturers Declaration Form
- 9) Lists containing specifications of Electro-Medical Equipment
- 10) Item wise Technical Specifications of Electro-Medical Equipment etc.

TERMS AND CONDITIONS FOR THE PURCHASE OF ELECTROMEDICAL EQUIPMENT FOR CGH RAWALPINDI, [2023-24]

OFFICE OF THE CANTONMENT BOARD RAWALPINDI, Dated: 00-05-2024

LETTER FOR BIDS

To,

All Supplier Firms / Companies Manufacturers / Authorized Distributors / Suppliers / Registered Contractors / Licensed with Sales Tax and Income Tax Deptts and included in the FBR's active Tax Payers List, 2023-24

Sir/ Madam!

Office of the Rawalpindi Cantonment Board, opposite a.w.t plaza, the mall, Rawalpindi cantt, invites sealed bids to conclude Framework Contract for supply of **Electro-Medical Equipment** for **CGH, Rawalpindi Cantt.** The firms/manufacturers/authorized dealers **having authorization letter of distributor from OEM (Original Equipment Manufacturer)**, with good repute in relevant field & possessing valid registration with Sales Tax / Income Tax Departments and **included in the FBR's active Tax Payers List, 2023-24** with Government departments, especially DGP, public and government sector are eligible bidders **less blacklisted by any of the mentioned departments.**

2. Interested eligible bidders can download the bidding documents containing detailed tender item specifications, quantity and terms & conditions from the website www.rcb.gov.pk. The bidding documents can be collected from **Rawalpindi Cantt. Board, Opposite AWT Plaza, the Mall, Rawalpindi Cantt** on formal request & (Non-Refundable) fee of **PKR. 1,000/- per tender.**

3. Bidding shall be conducted through 36 (b) Single Stage–Two Envelopes bidding procedure of Public Procurement Rules, 2004. The bidders are required to quote **for each item / Scope of Work separately.** Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders. The bidder shall have to quote both **DDP & CFR/CPT prices (for Imported Equipment/Instruments) otherwise offer of the firm will straight away be rejected.** Lowest Bidder will be determined (for Imported Equipment/Instruments) on the basis of CFR price (price of the main unit along with standard accessories (**third party items offered with equipment will clearly be mentioned**) for one-year comprehensive warranty **plus five (5) years extended comprehensive warranty** in PKR @ Net Present Value on one-year basis). Procurement will be concluded by using either DDP or CFR/CPT or both modes keeping in view the quantity & value of the equipment to be procured.

4. **All quoted accessories must be genuine and will be covered under comprehensive warranty. Only equipment having country of origin/manufacture as mentioned in technical specifications will be quoted and accepted. Warranty of complete equipment will start once installed successfully, user, technical & biomedical staff training completed, supplied equipment meets all deficiencies highlighted after inspection by Electro-medical Department of CGH, ensuring smooth operations & handing over of the equipment to CGH.**

**BIDDING DOCUMENT FOR PROCUREMENT OF ELECTRO MEDICAL
EQUIPMENT ETC FOR CGH RAWALPINDI**

5. Sealed bids are required to be submitted by bidders on **10 June, 2024 (Monday), till 10:00 AM** positively in the **Board Room of Rawalpindi Cantonment Board, opposite AWT Plaza, the Mall, Rawalpindi Cantt.** The bids received till stipulated date & time shall be opened on same day at **11:00 AM** in the presence of the bidders or their authorized representatives. Late bids shall not be entertained.
6. **All bids of each item / defined scope of work should be submitted along-with supported documents on format/sequence given in technical specifications. All quotes will be submitted in tape or ring binding and duly indexed with page number. All documents should contain proper page marking/separators, attached in sequence as indicated for evaluation in the bidding document and signed by authorized person.**
7. **All bidders are required to attach list of local & international references, where quoted model of equipment are installed with-email address & Name, Designation, Landline/cell numbers of focal person who can verify the operational performance**
8. In case the date of opening or last date of sale of tender documents is declared as a public holiday by the government or non-working day due to any reason, the same shall be received **on 11th June, 2024 (Tuesday), till 10:00 AM** & shall be deemed to be the date of submission and opening of tenders accordingly. The time and venue shall remain the same.

Cantonment Executive Officer
Rawalpindi Cantonment Board (RCB)
Opposite AWT Plaza, the Mall, Rawalpindi Cantt.
Web: www.rcb.gov.pk

INVITATION FOR BIDS (IFB)

Bids are invited by Cantonment Board, Rawalpindi ('Procuring Agency') for the for Supply, Installation, Commissioning & Maintenance of Electro-Medical Equipment and Other Items for CGH from All Supplier Firms / Companies/ Original Manufacturers/ Authorized Distributors or Sole Agents of Foreign/ Local Manufacturers in Pakistan for supply of Goods / Suppliers / Contractors Registered / Licensed with Sales Tax & Income Tax Deptts and included in the FBR's active Tax Payers List, 2023-24.

Biding Document Fee	Rs. 1000 / each
Bid Security	As stated in Technical Specifications
Bids Delivery Date & Time	As per advertisement
Bid Opening Date &Time	As per advertisement
	In case of any unforeseen situation or government holiday resulting in closure of office on the date of bid opening, the bid shall be submitted / opened on next working day at the same time. In case the quotations are not received on the aforesaid date due to any reason than the same will be received / opened on 11th June, 2024 on the same venue and schedule.

The bidding documents will be made available (on non-refundable payment) to the All-Supplier Firms / Companies / Manufacturers / Authorized Distributors/ Suppliers / Contractors registered / Licensed with Sales Tax and Income Tax Deptts and included in the FBR's Active Tax Payers, List, 2023-24.

Important Note:

1. All items must **be quoted separately** and **NOT in Package repeat NOT in Package** otherwise the bid shall not be entertained.
2. Procuring Agency may cancel / delete any item or may reduce or enhance the quantity of any item in accordance with PPRA rules. Procuring Agency may reject all or any bid subject to the provision of PPRA Rules.
3. Issuance of supply / work orders is subject to approval of CFA and actual realization of funds from sponsor / Federal Govt.
4. The equipment which is required to be quoted on reagent rental basis in technical specifications will be quoted & terms / conditions will be decided mutually as per standard practice. However, draft contract will be provided initially by supplying firm.

Cantonment Executive Officer
Rawalpindi Cantonment Board (RCB)
Opposite a.w.t plaza, the mall, Rawalpindi Cantt
Web: www.rcb.gov.pk

**BIDDING DOCUMENT FOR PROCUREMENT OF ELECTRO MEDICAL
EQUIPMENT ETC FOR CGH RAWALPINDI**

A. Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Item-wise List of electro-medical equipment
- (f) Technical Specifications;
- (g) Contract Form;
- (h) Manufacturer's Authorization Form;
- (i) Performance Guarantee Form;
- (j) Bid Form; and
- (k) Price Schedule

1.2 In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

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

2. Source of Funds

- 2.1 Sponsoring - Ministry of Defense (Federal Govt)**
- 2.2 Execution - Rawalpindi Cantonment Board**

3. Eligible Bidders

3.1 This Invitation for Bids is open to **All Supplier Firms / Companies / Original Manufacturers / Authorized Distributors or Sole Agents of Foreign / Local manufacturers in Pakistan for supply of goods / Suppliers / Contractors registered / Licensed with Sales Tax and Income Tax Depts & included in the FBR's active Tax Payers List, 2023-24** for the quoted equipment/instruments. Besides the firms will have to clear Trade & Profession tax as per approved rates of Rawalpindi, Cantt Board.

3.2 The bidder must possess valid legal enforceable exclusive authorization from Foreign (OEM) / Local Manufacturer, they should have a documentary proof to the effect that they are the original Manufacturer of the required goods duly mentioned the details of equipment i.e. manufacturer, model & country of origin. Bidder shall also submit letter of authorized distributor & CE/FDA certification of quoted equipment.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

3.4 Bidders should not be involved in litigation with any Government (Federal, Provincial), a local body or a public sector organization for which an undertaking of non-litigation on non-judicial stamp paper of appropriate value should be furnished.

4. Eligible Goods and Services

4.1 Country of manufacturer should be USA / WESTERN EUROPE / JAPAN / KOREA for imported items; unless otherwise any country of manufacturer mentioned in the specifications. **Further, country of origin of goods could be from any geographical region of the world as per laws of Pakistan.**

4.2 For the purpose of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related services such as transportation, insurance, designing, installation, after sale service, spare parts availability, etc. For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the “manufacturer” the “origin” means the firm is based and registered in that country and registered with their stock exchange. Goods are produced when, through manufacturing or processing, or substantial & major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

5. Cost of Bidding

5.1 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 conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to **any request for clarification of the bidding documents, which it receives not later than ten (10) days** prior to the deadline for the submission of bids prescribed in 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.

7. Amendment of Bidding Documents

7.1 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.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing, and shall be binding on them.

7.3 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. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.

8.2 The determination shall take into account the Bidder's financial, technical or production capabilities (in case of manufacturer), infrastructure of the firm, past performance in similar contracts, qualified & factory trained engineering staff and their capabilities, inventory of spare parts, availability local warehouse & repair facility, test measurement diagnostic, calibration and dedicated tools/equipment, workshop facilities to provide the after sales services. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause

29.2, as well as such other information/ premises visit as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in Public Procurement Rules, 2004.

8.7 Bidders will be bound to attach FDA/CE mark certificates with imported equipment offer, list of essential safety instructions, PPE (Personal Protective Equipment) and undertaking on legal non judicial paper/company letter head for provision of all recalls, software and hardware upgrades and field modifications order issued by OEM/Local manufacturer during complete life cycle of offered equipment for smooth & un-interrupted operations free of cost as provided by the OEM. Firm will clearly highlight year of launch of offered equipment and complete life cycle of the equipment with date for end/discontinuation of support.

8.8 Bidders will be bound to train all consultant, paramedic staff as well as biomedical engineers/ technicians on all aspects /features of selected equipment if declared successful in bid as per OEM recommendations. Firm will be bound to arrange refresher training from local expert whenever requested by the CGH / Biomedical deptt and visiting OEM experts to ensure smooth and un-interruptible operation of the equipment. for complete life cycle of the equipment.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts in pursuance of Public Procurement Rules,2004 and its subsequent amendments, if any, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

(i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence acts of another party for wrongful gain;

(iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

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; 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.

Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence & 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 of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 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 ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, quantity, prices, make, model, country of origin, country of manufacturer and port of shipment in case of imported equipment.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total price of the goods, it proposes to supply under the Contract. **The rates / bids should be quoted on the basis of F.O.R & C&F Cantonment General Hospital, Rawalpindi Cantt Saddar.**

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed and should be free of cutting, erasing or over writing. Any alteration/ correction must be very much clear and duly initialed by the original signatory. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the technical specifications for all items /Tender. The specifications of goods, different from the demand of enquiry and items, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant 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. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency. Price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

14.1 In case of CFR/CPT tender, the Prices shall be quoted in \$, £, €, ¥ and CHF.

14.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of Financial Bid for comparison purposes.

14.3 The price for complete item, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Standard items, third party items, allied/support equipment, accessories and optional items, features with complete details, one time use and reusable accessories are mandatory to quote clearly on technical & financial offer for apple-to-apple comparison).

14.4 The bidder shall have to quote both DDP and CFR/CPT prices (for Imported Equipment/Instruments) otherwise offer of the firm will straight away be rejected. Lowest Bidder will be determined (Imported Equipment/Instruments) on the basis of CFR price (price of the main unit along with standard accessories for one-year comprehensive warranty plus 5 years extended comprehensive warranty in PKR @ Net Present Value on one-year basis). For those equipment/ Items which do not require after sale services/calibration (specified in the technical specifications), the firms are required to quote on DDP basis with one-year warranty.

14.5. The bidder will bound to provide back-to-back technical support of OEM in design, layout and installation of all major Biomedical equipment e.g. Dental Chairs for CGH where offer equipment is to installed.

14.6. The Bidder will be bound to install the offered equipment in the given space for which firm must visit the proposed site prior before bidding. The scope of work will include civil works i.e. false ceiling, flooring, electric wiring, plumbing, sewage, steam,

HVAC, Air-conditioning, platforms, fiber glass shades, SS Partitioning & wall paneling etc. as per OEM recommendations / specifications & international safety standards, using firms own/hired skilled, technical / qualified factory training staff. **Bidder will be responsible for clearance from Govt Regularity Authorities, its first-time registration & issuance of certificate e.g. PNRA & EPA etc.**

14.7. The successful bidder will be responsible to submit undertaking for in-time supply, installation, user, technical and electro-medical staff training, meeting all deficiencies highlighted by CGH/Electro-medical staff, successful commissioning to handing taking-over by CGH. Warranty of equipment will start accordingly on successful handing taking-over of the equipment will completed.

15. Documents Establishing Bidder's Eligibility & Qualification.

15.1 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.

15.2 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

- (a) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
- (b) The Bidder must indicate the country of Origin / Manufacturer / Port / Place of shipment of the goods, Country of manufacturer, Certificate (s) for conformity with international standards of Quality, JIS, CE mark & FDA cleared etc. attach certificates with each equipment accordingly.

16. Documents Establishing Goods Eligibility and Conformity to Bidding

Documents

16.1 Pursuant to ITB Clause 11, 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.

16.2 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.

16.3 The bidder is required to arrange sample (s) of quoted equipment for evaluation by the Evaluation Committee within five (5) days on direction of the department; the bidder

shall provide the sample or give demonstration as per requirement for evaluation/satisfaction of the Committee.

16.4 Alternative bid is not allowed also a bidder cannot submit two bids. If the bidder quotes an alternative bid or submit two bids, then the bidder will be considered as non-responsive.

17. Bid Security

17.1 Bid security @ 2% of quoted price in accordance with PPRA Rules, 2004 should be attached.

18. Bid Validity

18.1 Bids shall remain valid for a period of **60** days after 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.

18.2 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 reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.

18.3 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, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder for each equipment in a single tender. The person signing the bid shall initial all pages of the bids.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid with date and stamp.

19.3 All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder. The bids should be in sequence as given in technical specifications collected / downloaded and clearly filled. Additional details of offer may be mentioned in additional columns.

20. Sealing and Marking of Bids

20.1 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. It should contain the Packet name and its number.

20.2 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 Institution/Hospital name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: “**DO NOT OPENBEFORE,**” to be completed with the time and the date specified in the Invitation for Bid.

20.3 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.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under ITB Clause 19.1 not later than the time and date specified in the Invitation for Bids.

21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, 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.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 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 ITB Clause 18.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24. Single Stage – Two Envelopes Bidding Procedure

24.1 Single Stage – Two Envelopes Bidding Procedure shall be applied:

- (i) The bid shall comprise a single Packet containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL 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. The firm may submit the Financial Proposal individually for each item in separate envelope marked with name of the item;
- (v) the date, time and venue of announcement of Technical Evaluation Report and opening of Financial Bids shall be announced at the time of opening of Technical Bids;

- (vi) 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;
- (vii) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (viii) the financial proposals of bids shall be opened publically at a time, date and venue to be announced and communicated to the Bidders in advance;
- (ix) After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 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 as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2 The Bidders’ names, item(s) / Defined Scope of work 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 pursuant to ITB Clause 21. However, at the opening 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.

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the 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 Bidders / Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3 The Procuring Agency may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 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 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.

27.5 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.

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids on the basis of Single items (As demanded in the advertised in the tender), which have been determined to be substantially responsive, pursuant to ITB Clause 25.

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances of quoted product/model and analysis by the Evaluation Committee.

28.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms & conditions set forth in these bidding documents.

28.4 For the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to ITB Clause 13. The rate of exchange shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations & policies that are in force at the time of issue of notice for invitation of bids.

28.6 The bidder shall have to quote both DDP and CFR/CPT prices (for Imported Equipment / Instruments) otherwise offer of the firm will straight away be rejected. Lowest Bidder will be determined (Imported Equipment/Instruments) on the basis of CFR price (price of the main unit along with standard accessories for one-year comprehensive warranty plus 5 years extended comprehensive warranty in PKR @ Net Present Value on one-year basis which will also include probes, batteries, leads, LEDs/bulbs, vacuum element & detector etc.). Procurement will be concluded by using either DDP or CFR/CPT or both mode keeping in view the quantity & value of the equipment to be procured. For those equipment/ Items which do not require after sale services/ calibration (specified in the technical specifications) the firms are required to quote on DDP basis with one-year warranty.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, factors other than price such as previous performances and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors/ criteria will be employed on **technical proposals**.

29.2 Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

For evaluation of bids **KNOCKED DOWN CRITERIA** will be applied. The bids conforming to the specifications/sample evaluation and pre-requisite conditions indicated in technical specifications and evaluation criteria will be considered for further technical evaluation.

1. The bidder must be **registered / Licensed** with Sales Tax and Income Tax Deptts and ***included in the FBR's active Tax Payers List, 2023-24***
2. The quoted model / version of product shall be latest and available on the current official website of the manufacturer; otherwise, the quoted product shall be considered obsolete / redundant and will straight away be rejected. (If applicable as per specification)
3. The product must comply with International Quality Standards FDA 510K/MDD CE/JIS MHLW. Some classified items; spelled in specifications shall conform to minimum two quality standards mentioned above. (If applicable as per specification)
4. The bid must comply with the advertised technical specifications of the quoted item (as per list uploaded on PPRA / RCB's Website). Company will quote complete Items as a package, partial/Incomplete offer will straightaway be rejected.
5. The firms shall also declare the make, model, country of origin & manufacture of all accessories to be provided with the equipment. Similarly, date of launch & expected life cycle of equipment as per end of support as spelled by OEM, which must be mentioned. (If applicable as per specification)
6. The firms shall also declare the details of back-to-back support of OEM, OEM authorization of sole dealership, availability of factory trained technical manpower and local training facility, specialized / dedicated tools,

calibration tools, test equipment, commitment to provide basic technical & operational training to end user, technical & biomedical staff as and when demanded by end user during life cycle of equipment. (If applicable as per specification)

7. The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive. The offer which contains the minor deviations from the specifications and the deviations would not have any kind of effect on the quality, efficiency, reliability & durability of products will be declared as substantially responsive, this need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of tender.

The Bidder shall have to submit samples of the quoted equipment within 5 days on the request of the Procuring Agency for its evaluation.

29.2.1 Bidders are required to submit the information in the following format along-with documentary evidence as under.

29.2.2 Profile of the Bidder

The Bidders are required to submit its profile.

Sr.#	Particulars	
1.	Name of the company	
2.	Registered Office Address Office Telephone Number Fax Number & E-mail	
3.	Authorized Person Name Personal Telephone Number Email Address	

29.3 Financial proposals would be evaluated as follows:

- i) After technical evaluation is completed, the Procuring Agency shall **announce** the date, time and location for opening of the financial

proposals. Bidders' attendance at the opening of financial proposals is optional.

- ii)** Financial proposals shall be opened publically 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 technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Bidders shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.
- iii)** Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- iv)** Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- v)** The bidders will quote the Price Schedules. The total price of the system will be calculated by converting the price to single currency (Pak Rs.) on the rate of date of opening of Financial Proposal; in case of import of item.
- vi)** The bidder shall have to quote both DDP and CFR/CPT prices (for Imported Equipment/Instruments) otherwise offer of the firm will straight away be rejected. Lowest Bidder will be determined (Imported Equipment/Instruments) on the basis of CFR price (price of the main unit along with standard accessories for one-year comprehensive warranty plus 5 years extended comprehensive warranty in PKR @ Net Present Value on one-year basis). Procurement will be concluded by using either DDP or CFR/CPT or both mode keeping in view the quantity & value of the equipment to be procured. For those equipment/ Items which do not require after sale services/ calibration (specified in the technical specifications) the firms are required to quote on DDP basis with one-year warranty.

30. Contacting the Procuring Agency

30.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing strictly in accordance with the Public Procurement Rules, 2004. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 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.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

31.4 The items contained in the tender should be bid in total and technical rejection of any item not complying with the technical specifications may lead to the rejection of complete Tender.

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2 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

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract in accordance with clause 35 of Public Procurement Rules, 2004.

34. Award of Contract

34.1 Acceptance of Bid and Award criteria

34.2 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity for complete Tender.

34.3 The Bidder having lesser Bid Security will be rejected as non-responsive and Acceptance of Bid be awarded to next bidder; being the responsive lowest bidder.

35. Procuring Agency's right to vary quantities

35.1 The Procuring Agency reserves the right at the time of Contract award to increase the quantity of goods (15% as repeat order) originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA 2004 and its subsequent amendments, if any.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

37.2 The notification of Award shall constitute the formation of the Contract.

37.3 The *Office of the Cantonment Board, Rawalpindi* will issue the Notification of Award / Advance Acceptance of Tender (AAT). The firm will submit the required Performance Security within 07 (Seven) days after issuance of AAT. After receipt of

Performance Security, the Department will issue the Framework Contract. The Department may itself issue purchase orders. for issuance of respective Purchase Orders and / or Establishment of LCs strictly in accordance with Frame Work Contract after fulfillment of all prescribed legal & codal formalities.

37.4 The enforcement of the Contract shall be governed by Public Procurement Rules, 2004.

38. Signing of Contract

38.1 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.

38.2 Within one week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract after ensuring the submission of Bank Security (having validity equivalent to warranty period of equipment) for execution of the contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their Bid Security/ Contract Security to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for three years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

38.3 The contract is to be made on stamp paper worth of Rs. @ 25 paisa per everyone hundred rupees of the total value of the contract, 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

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee / Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 2% of the contract amount. The performance security shall be deposited in the shape of **irrevocable Bank Guarantee only.**

39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

40. Schedule of Requirement

40.1 The supplies shall be delivered/ shipped as per following schedule of requirement:

Mode of penalty	Shipping/Delivery Period
Without Penalty	10 Days for CFR/CPT
Without Penalty	10 Days for DDP

40.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

40.3 In case of DDP the delivery period will be started from the date of issuance of Purchase order to the Contractor and in the case of CFR/CPT it will be from the date of establishment of LC by the Bank in favor of manufacturer/Beneficiary.

41. Redressal of grievances by the Procuring Agency

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

41.2 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 not later than fifteen days after the announcement of the bid evaluation report.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

B. General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. “The Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. “The Goods” means medical equipment and machinery and other items which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Institute/ Hospital, Insurance, transportation of goods up to the desired destinations, commissioning, training and other such obligations of the supplier covered under the Contract.
- e. “GCC” mean the General Conditions of Contract contained in this section.
- f. “SCC” means the Special Conditions of Contract.
- g. “The Procuring Agency” means the *Cantonment Board, Rawalpindi Cantt* etc.
- h. “The Procuring Agency’s Country” is the country named in SCC
- i. “The Supplier” means the individual or firms or joint venture supplying the goods under this Contract.
- j. “Day” means calendar day.

2. Application

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

3. Country of Origin

3.1 Country of manufacturer should be USA / WESTERN EUROPE / JAPAN / KOREA for imported items; unless otherwise any country of manufacturer mentioned in the specifications.

4. Standards

4.1 The items should comply with the relevant international product quality standards or as per standards mentioned in the specifications.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

6. Patent Rights

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

7. Submission of Samples

7.1 The samples shall be submitted as per mentioned in the technical specifications.

8. Ensuring Storage/ Installation Arrangements

8.1. To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. The cost of any minor changes in the site of installation will be borne by the supplier. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2. In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

9. Inspections and Tests

9.1. The Procuring Agency, its Scrutiny Committee or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

9.2. For the purpose of inspections and tests of equipment. The Supplier shall furnish all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. The inspection team will inspect & test the critical equipment prior to dispatch and categorically mentioned in the LC clauses, the goods shall not be supplied unless a satisfactory inspection report has been issued in respect of those Goods by the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such inspection/ lab tests shall be borne by the Manufacturer/ Supplier.

9.3. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

9.4. Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/ Inspection of Goods

10.1. The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

10.2. In case the total amount of ordered equipment exceeds PKR 15 million & desired by the purchaser, an Inspection Team will be designated by the Procuring Agency which will inspect each of the equipment/ goods as per contracted specifications and installation protocols recommended by the manufacturers. The designated team (minimum two personnel) will make pre-shipment inspection of the equipment in the country of manufacturer at the expense of the firm. Failure to which, firm will bear the expenses.

11. Delivery and Documents

11.1. The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 10-days (DDP) & 10 Days (CFR/CPT) from the date of issuance of this contract or opening/ Establishment of LC. The details of original documents to be furnished by the Supplier are as follows;

- a. Operational Manuals of the equipment
- b. Set of hard & soft copy of Original Repair & Service Manual (not photocopy) indicating step by step service/ maintenance protocols of each of the equipment.
- c. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM& PPM during warranty period will be performed by the firm free of cost & firm will be bound to provide one (1) year additional PPM kit before withdrawal of earnest money on completion of one year.
- d. The firm will be responsible for provision of starter kits for installation, commissioning, training & 15 – 20 days' use of the equipment for ensuring smooth & uninterrupted operations of the equipment. (if applicable)
- e. Quality test certificate by the manufacturer.

12. Insurance

12.1. The goods supplied under the Contract shall be delivered duty paid (DDP) or CFR/CPT as mentioned under which risk is transferred to the buyer after having been delivered to final destination; hence, marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

13. Transportation

13.1. The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

13.2. Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

14. Incidental Services

14.1. The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.

14.2. The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.

14.3. The Procuring Agency will provide all the necessary documentations for facilitation but no amount to be given in any case except the Contracted amount.

14.4. The Procuring Agency will provide all necessary documents for facilitation and Custom Clearance but no amount be given in any case except the Contracted amount. The Octroi, Clearing Charges, transportation etc. will be borne by the Contracting firm.

15. Warranty

15.1. The firm shall maintain the equipment for one plus five (5) years after expiry of one-year warranty. After comprehensive one-year warranty extended warranty of five (5) years of complete system will be provided or as per mentioned in the technical specifications. First year, free of cost including parts, labour with additional extended comprehensive warranty for further five years. The firms shall quote the price for extended warranty of five (5) years separately which will be paid annually in Pak Rupee at the end of the year. The supplier will categorically mention the reusable/disposable/consumable items of the equipment good in advance along with the submitted tender, any item declaration as consumable / disposable after the submission of bid/quotation will not be considered.

15.2. The firm shall maintain the equipment for **five years**. A comprehensive warranty of one (01) year for complete system will be provided free of cost including parts, labour

with additional extended comprehensive warranty for further five years. The firms which have mentioned the extended warranty Free of Cost; their percentage of submission of Performance Security will be increased by 1% against each free year i.e., a firm provided extended warranty free of cost for five (5) years then the firm will bound to submit additional 4% of Performance Security. The comprehensive warranty shall be monitored by Biomedical Equipment Resource Experts and payment will be made by concerned DDOs at the end of each year on annual basis as per approved price in PKR. No payment shall be for extended warranty will be paid for items against which the firm quoted extended warranty free of cost.

16. Payment

16.1 The method & conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 In case of imported goods to be procured on CFR/CPT basis; the payment will be made **70%** via establishing the LC in favor of manufacturer/beneficiary 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 INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.

- (A) Payment shall be made after pre-shipment inspection at the manufacturing site (in case of major equipment by team of Biomedical & Administrative expert). Furthermore, if charges incurred on extension of L/C to next quarter it will be on part of contracting firm.

16.3 In case of DDP; the payment will be made 100% after presentation of the delivery, Installation, commissioning, training, completion & execution report of the contract and all other works described in Contract. Part payment, part delivery may be admissible in case of huge quantity of the goods.

16.4 The Payment for extended comprehensive warranty period will be paid after the end of each year, which shall be counted from the date of successful completion of standard warranty period of one year.

17. Prices

17.1 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

18.1 No variation in or modification of the terms of the Contract shall be made.

18.2 No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

20. Subcontracts

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

21. Delays in the Supplier's Performance

21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

21.2 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 practicable after 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 Parties by amendment of Contract.

21.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Penalties/Liquidated Damages

22.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

22.2 If the firm provide substandard item and fail to provide the item, the payment of risk purchase (which will be purchased by the procuring agency/indenter) the price difference shall be paid by the Firm.

23. Termination for Default

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

- a. 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 pursuant to GCC Clause 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. 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. For the purpose of this clause: **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in procurement process or in Contract execution.

“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.

23.2 Mechanism of blacklisting provided in rule 19 of Public Procurement Rules,2004.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, 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 mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee 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.

25. Termination for Insolvency

25.1 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.

26. Arbitration and Resolution of Disputes

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

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration in accordance with the Arbitration Act, 1940.

26.3 ARBITRATION AND RESOLUTION OF DISPUTES

26.3.1 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through Arbitration Committee, to be constituted by the Arbitrator I.e. Director Military Lands and Cantonment Rawalpindi Region consisting of CEO RCB, President Cantt. Board RWP and 01 x member of Rwp Cantt Board (to be nominated by President Cantt. Board Rawalpindi) and 2 x nominated representative of Bidder. The Director Military Lands and Cantonment Rawalpindi Region shall act as Chairman Arbitration Committee and the decisions taken and/or award given by the sole Arbitration Committee shall be final and binding on both the Parties.

27. Governing Language

27.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

28. Applicable Law

28.1 This Contract shall be governed by the Public Procurement Rules, 2004 together with the other relevant Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

29. Notices

29.1 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 SCC.

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

(H) Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. General:

1.1 Country of manufacturer should be USA / WESTERN EUROPE / JAPAN / KOREA ONLY for imported items; unless otherwise any country of manufacturer mentioned in the specifications.

1.2 The fee of all necessary licenses required to install and operate the equipment shall be borne by the Supplier and Procuring agency will facilitate through documents only.

1.3 The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of standard warranty period. A clearance letter/NOC will be issued by the head of concerned institution in this regard.

1.4 The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octroi, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount whether in case of CFR/CPT or free delivery consignments.

1.5. OEM Certificate duly attested by local commercial attaché of embassy from the manufacturer of foreign principal that they will provide after sales services through its distributor agent and in case of change of its distributor it will provide the services itself or newly appointed sole distributor.

1.6 The Supplier shall arrange the necessary arrangements for: -

- Operational training to the Biomedical, Paramedic, End user staff, Doctors, Consultants and its Refresher Training as & when requested by hospital through product & application expert.
- Technical training by factory trained Engineer to Biomedical Engineers of the Department & incase of Major Bio-medical equipment, Bidder will arrange factory level training of One Biomedical staff at his cost prior to delivery of machine.
- Provision of hard & software copy of service, repair, installation and Maintenance Manuals (Minimum two original sets with each equipment).
- One set of relevant tools, special test & calibration equipment for main contract & backup hard disk drive (HDD) duly copied software for all software-based equipment along-with one DVD of licensed windows compatible to system for Biomedical Deptt & one for CGH.

2. Insurance of Local Goods

2.1 Insurance of Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning.

2.2 Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility.

2.3 The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other Insurance company operating in Pakistan acceptable to the Procuring Agency.

3. Payment

3.1 In case of CFR/CPT; the payment will be made **70%** via establishing the LC in favor of manufacturer / beneficiary 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 INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency.

(A) Payment shall be made after pre shipment inspection at the manufacturing site (where applicable). Furthermore, if charges incurred on extension of L/C to next quarter it will be on part of contracting firm.

3.2 The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.

- i. Draft.
- ii. Three original and two copies of the Supplier's Invoice showing purchaser as ***Cantt: Executive Officer, Cantt Board Rawalpindi, Pakistan***, the Contract No., Goods description, quantity, unit price and total amount. Invoice must be signed in original stamped or sealed with company stamp or seal.
- iii. Four Copies of packing list identifying content of each package.
- iv. One original and two copies of the negotiable, clean, on board through bill of lading marked "freight prepaid" and showing purchaser as ***Cantt: Executive Officer, Cantt. Board Rawalpindi, Pakistan***.
- v. Copy of Insurance Certificate showing purchaser as the beneficiary;
- vi. The original manufacturer's warranty certificate covering all items supplied;
- vii. One original copy of the Supplier's Certificate of origin covering all items supplied.
- viii. Copy of Pre-Shipment inspection furnished to Supplier by the purchaser representative, if applicable.

- ix. Test/ Inspection Certificate of manufacturers.
- x. Compliance Report of Internal Quality Standards.
- xi. Product model, serial numbers.
- xii. Manufacturer's Guarantee Certificate to the effect that:
 - a) the goods supplied by them are strictly in conformity with the specifications stipulated in the contract.
 - b) the goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
 - c) the stores supplied by them are brand new and absolutely free from any material or manufacturing defects.
 - d) Manufacturer's test certificate in respect of each consignment.

3.3 In case of DDP; the payment will be made 100% after presentation of the delivery / Installation / Testing / commissioning / completion report of the equipment and all other works described in Contract.

4. Execution of Warranty

4.1 A Log Book for the equipment 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.

4.2 The Warranty will start from the date of acceptance of equipment (properly installed, as per contracted specifications and handing over of related documents and equipment as mentioned in GCC and will last for its warranty period at 95% uptime.

4.3 The maintenance will be the responsibility of the manufacturer / their agent/Supplier. An annual optimal uptime of 95% is considered as acceptable level of performance.

4.4 Software and hardware up gradation of the computing system should be carried out as available during warranty period as recommended by the manufacturer and will remain effective when offered by the OEM free of cost for complete life cycle of equipment.

4.5 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 installation, commissioning period.

4.6 Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years after expiry of one-year warranty.

4.7 Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year except closed holidays.

4.8 Manufacturer /Supplier shall check system performance during and after every quarterly basis (frequency will increase if specified by OEM). 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.

4.9 If the uptime percentage for the measurement period (03-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.

a.	100% - 95%	No Penalty
b.	95% - 90%	The warranty period will be extended by
		2.0 times the number of days as extra down
		time.
c.	90% - 85%	The warranty period will be extended by
		3.0 times the number of days as extra
		down time
d.	Below 85%	The warranty period will be extended by
		4.0 times the number of days as extra down time

4.10 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.

4.11 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.

4.12 Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing.

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

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

4.15 The firm will bound to execute installation, routine maintenance and periodic preventive maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance free of cost during warranty period.

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

4.17 Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the end user.

4.18 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 available with the end user.

5. Packing & Marking

5.1 Packing: Usual export packing to ensure safe journey up to the site of consignee.
Marking: Each packing should be clearly marked in suitable size in bold letters as per requirement.

6. Trans-shipment

6.1 Trans-shipment is not allowed.

7. Place of delivery

7.1 CGH, Hospital Road, Near Ghakhar Plaza, Rawalpindi, Pakistan.

8. Port of Clearance

8.1 Port of Clearance will be port in Karachi.

9. Correspondence addresses

Procuring Agency

Cantonment Board, Rawalpindi Opposite a.w.t plaza, the mall, Rawalpindi Cantt

Contracting Firm

M/S-----

Performance Guarantee Form

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 2% of the total Contract amount 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 _____, 24____

Signature and Seal of the Guarantors/Bank

Address

Date

Note:

1. It should be valid for a period equal to the one-year warranty period & 5 five years extended warranty i.e. 6 years.
2. The contract will be signed/ issued after submission of this Performance Security.

Contract Form

(On stamp paper worth Rs. @ 25 paisa per every one hundred rupees of the total value of the contract)

THIS CONTRACT is made at _____ on _____ day of _____ 2022, between the (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (*firm name*) a firm 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 Purchaser on behalf of its Procuring Agency invited bids for Framework Contract of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ authorized Supplier/ authorized 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*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs. _____ (*amount in figures and words*) for free delivery items and/or unit price €/£/\$ _____ for the total price _____ €/£/\$ of the items of CFR/CPT portion for establishing the LC.

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 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. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Procuring Agency’s Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
 - k. any undertaking provided by the firm
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/

Manufacturer 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 ***Office of the Cantonment Board, Rawalpindi, opposite a.w.t plaza, the mall, Rawalpindi Cantt*** or any administrative subdivision or agency thereof or any other entity owned or controlled by it (***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt***) 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 form from ***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt***, 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 ***Office of the Cantonment Board, Rawalpindi, opposite a.w.t plaza, the mall, Rawalpindi Cantt*** 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 ***Office of the Cantonment Board, Rawalpindi, opposite a.w.t plaza, the mall, Rawalpindi Cantt*** under any law, Contract or other instrument, be voidable at the option of ***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt***
9. Notwithstanding any rights and remedies exercised by ***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt*** in this regard, *[The Supplier]* agrees to indemnify ***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt*** for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to ***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt*** in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ 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 ***Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt***.
10. This Contract shall be governed by **the Public Procurement Rules, 2004 together with the other relevant** laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
11. In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through Arbitration Committee, to be constituted by the Arbitrator i.e. Director Military Lands and Cantonment Rawalpindi Region consisting of CEO RCB, President Cantt. Board Rawalpindi and 01 x member of Rawalpindi Cantt Board (to be nominated by President Cantt. Board Rawalpindi) and 2 x nominated representative of Bidder. The Director Military Lands and Cantonment Rawalpindi Region shall act as Chairman Arbitration Committee and the decisions taken and/or award given by the sole Arbitration Committee shall be final and binding on both the Parties.

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.

Sign/ Seal by the Supplying Firm Sign/ Seal by Procuring Agency

Witness

1.

1.

2.

2.

Note: 1. In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.

Bid Form

Date:

Tender No:

Name of the Item:

To: *[Name and address of Procuring Agency]*

Respected Sir,

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 **02%** 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 ITB Clause 18 of the Instructions to 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 you are not bound to accept the lowest or any bid you 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, are listed below:

Name and address of bidder

Amount and Currency

(if none, state "none")."

Dated this day of , 2024

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

Price Schedule
(CFR/CPT Basis)
(Mandatory -imported goods only)

Name of Bidder _____

Tender No. and the name of the Item -----

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Name of Port of dispatch	Qty	Unit CIF Price €/£/\$)(Total Price for each item €/£/\$)(Name of beneficiary bank
Total Price (Foreign currency for imported equipment/instrument) Main equipment with standard accessories plus one year comprehensive warranty											
Comprehensive one year plus extended comprehensive warranty for five years (year wise) in PKR											

Sign and Stamp of Bidder _____

- Note:** 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Foreign currency rate will be considered on the date of opening of Financial Bid as per selling rate announced by the National/ State Bank.

Price Schedule
(DDP Basis)
(Mandatory for Imported & Local Goods)

Name of Bidder _____

Tender No. and the name of the item -----

Item. No.	Name of Item (As listed in invitation of bid)	Make	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price Rs)/(Pak	Total Price for each item Pak Rs)/(
Total Price (DDP for Local & Imported Equipment) Main equipment with standard accessories plus one-year comprehensive warranty									
Comprehensive one year plus extended comprehensive warranty for five years (year wise) in PKR									

Sign and Stamp of Bidder _____

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

(TEMPLATE)

BID EVALUATION SHEET

Tender Number: -----

Name of the Equipment and Qty: -----

KNOCK DOWN CRITERIA - (EVALUATION)

(All evaluation parameters defined below are mandatory for compliance)

PART- I (Financial Statement)

a	Financial turnover for the following period 2021 to 2023 till date	05			
b	NTN number and evidence of active tax payer on ATL of FBR for income tax and Sales tax	05			
c	Income tax return for last three years	05			
d	Litigation History in which Decision has been given against the firm(s)	05			
e	Blacklisting from any agency	05			
f	Tool / Plant / Machinery / Biomedical Engineers	15			
	Total Marks Part-I	40			
g	Eligibility for further Evaluation to Specification Compliance	(Eligible/ Not Eligible)	Eligible	Eligible	Eligible

(All evaluation parameters defined below are mandatory for compliance)

PART- II TECHNICAL BID EVALUATION

Sr. No.	Description	Remarks	M/s	M/s	M/s
a	Projects of similar nature completed in last 10 years	05			
b	Projects in-hand similar nature	05			
c	Enlistment record with government organizations	05			
d	Specification Compliance /Evaluation Parameters	30			
e	Affidavit from Bidder (As per Supplier Declaration Template)	05			
f	Bid Validity / Warranty as per Tender	05			
g	Delivery Period	05			
	Total Marks Part-II	60			
	Total Marks Allocated Part I & II	100			

Item	SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS		
Sr.No			
1	Equipment Manufacturer	-	
2	Country of Manufacturer/Origin	-	
3	Model Number	-	
4	Place of Manufacturer	-	
5	Compliance with defined quality standards (FDA 510k, MDD, JpMHLW, CE Mark for medical equipment) (as per Specifications)	Tech. Acceptable /Not (Mention the reasons)	
6	Technical Eligibility of Firm:	Responsive/ Substantially Responsive/Non Responsive	
7	BID STATUS:	Yes / No	
8	Remarks	Eligible / Not Eligible	
9	TECHNICAL SPECIFICATIONS	Remarks	
	Technical Specifications as per Bidding Docs	Eligible / Not Eligible	

SUPPLIER & MANUFACTURER DECLARATION

(Affidavit by the Bidder)

To

Dated: _____

The Cantt: Executive Officer

Office of the Cantonment Board, Rawalpindi, Opposite a.w.t plaza, the mall, Rawalpindi Cantt

I declare that:

- I am authorized to represent the Firm specified in this bidding documents as the "Firm" for the purpose of Framework Contract of equipment as per following detail;

Sr. NO.	Name of the Equipment	Name of Manufacturer/ Country	Date of Sole Authorization	Validity Date of Sole Authorization	Registration Status for 2023-24

- All information provided in this Bid is current and correct and the firm has no reservations with this Bidding Documents.
- This Bid contains all the information as is prescribed in the *Bidding Document*.
- The Firm will abide by all the rules and regulations, formulated by the Cantonment Board, Rawalpindi.
- The firm will notify you of all changes and variations to the Product / its manufacturing status.
- The firm has not been declared ineligible/blacklisted by any Government (Federal or Provincial)/ Semi Government Department or Private Organization.
- The firm is not involved (at present) in any sort of litigation with any Government (Federal or Provincial)/ Semi Government Department or Private Organization.
- If the Firm does not abide by the above stated Declaration, then the Cantonment Board, Rawalpindi has every right to Blacklist our Firm.

Name of the Firm: _____

Name & capacity of the Authorized Contact Person: _____

Signature of the Authorized Contact Person: _____

Date: _____ Stamp of the Firm: _____

Note: Any variation in information provided in this bid/tender and already provided for prequalification (applicant, local/foreign manufacturer) will lead toward disqualification of bidder and legal action against the firm as per Public Procurement Rules, 2004.

**ITEM-WISE
SPECIFICATION FOR ELECTRO-MEDICAL EQUIPMENT ETC FOR
REVAMPING OF DENTAL DEPARTMENT
RAWALPINDI CANTT**



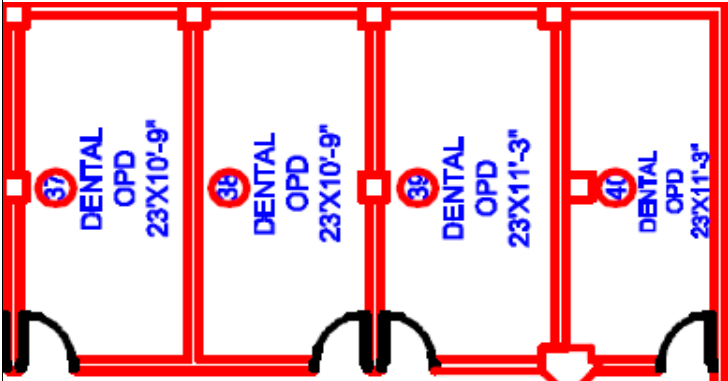
(YEAR 2023 - 24)

**CANTONMENT BOARD, RAWALPINDI
OPPOSITE A.W.T PLAZA, THE MALL,
RAWALPINDI CANTT**

DENTAL DEPARTMENT EQUIPMENT

Items	Specification	Qty	Yes/No	Remarks
DENTAL UNIT WITH COMPLETE ACCESSORIES	DENTAL UNIT WITH COMPLETE ACCESSORIES	03		
	Complete installation and commissioning of dental unit along with allied accessories and civil works			
	Air actuated push button brakes. Foot Control has IPX4 degree of Protection. Possibility to Setting drive air			
	2-liter self-contained water system with quick-disconnect water bottle. Air Supply Pressure 0.55-0.75 MPa. Water Supply Pressure 0.25-0.60 MPa & Water Supply Unit			
	One Autoclavable 3-way syringe. 135 deg C			
	Easy left/right foot control with chip bowler/accessory button. With Foot Pedal			
	Additional whip assembly.			
	Swiveled Cuspidor Bowl Cup Filling & Temperature 25-35 deg			
	Cup filling time 20 second Auto film volume should not be less than 100 ml			
	Ceramic/Glass moveable spittoon			
	Standard continental tray holder, arm mounted.			
	Standard touchpad, programmable.			
	Assistant's Instrumentation:			
	Standard multi-function touchpad.			
	Touchpad designed to be used as handle for easy positioning of the assistant's arm.			
	Maximized vacuum flow.			
	4-way Touch Pad Control			
	3 common connection ports for saliva ejector and high-volume evacuator.			
	Long arm with single 3-position assembly.			
	Cuspidor, Support center cuspidor.			
	Accommodates large tumblers cups.			
	Rotates 90°.			
	Easy left/right conversion			
	Adjustable cup fill and bowl rinse timers.			
	Support Center:			
	24 V AC accessories accommodation.			
	Integrates self-contained water for chairs without delivery system dental chair.			
	Double articulating gliding headrest.			
	Doctor stool (double adjustable weight motion)			
	Ultra-thin flexible backrest with multi-position armrests.			
	Fully motorized, self-adjusting. Lifting capacity 135 KG. Control to preset position			
	Base down stop plate.			
	Integrated 300-Watt supply. Maximum Power Dissipation 375 V			
Range low point: 380 mm, Range high point: 780 mm. Back rest Movement 105-175 deg. Head Rest Extension Range 0-100 mm				

	Dental Light:			
	Light head include adjustment			
	LED			
	Color temperature & Hand Free Operation with Sensor			
	Light pattern Present movement 330 deg & 70 deg.			
	Light intensity: 25000 lux			
	Feathered edge, balanced-intensity light pattern.			
	High End LEDs			
	Intensity changes			
	Toggle-release, Scratch-resistant shield.			
	Auto On/Off functions with chair preset movements.			
	Support link with cover.			
	Lower support arm.			
	Accessories:			
	High speed Fiber Optic air turbine with LED			
	Steel ball bearings, standard connection.			
	Triple spray, press button chuck.			
	Slow speed air motor.			
	Along with straight hand piece attachment 1:1.			
	Contra angle hand piece attachment 1:1			
	1 x additional attendant stool.			
	Country of Manufacture: China / Local			

Items	Specification	Qty	Yes/No	Remarks
Civil Works	Revamping of Dental department 4x Rooms Including: <ol style="list-style-type: none"> 1. Floor tiles 2. Wall tiles 3. Cabinets with solid top 4. Wash basin installation 5. Plumbing 6. Electrification 7. Water filter installation 8. Paint 	04x Rooms		
				

Items	Specification	Qty	Yes/No	Remarks
X-RAY UNITS WITH DIGITAL SENSORS WITH COMPLETE SYSTEM	<ul style="list-style-type: none"> • High resolution 	02		
	<ul style="list-style-type: none"> • Thinner sensor (less than 4.5 mm) 			
	<ul style="list-style-type: none"> • Smart and power life time software 			
	<ul style="list-style-type: none"> • H₁ & H₂ size available 			
	<ul style="list-style-type: none"> • Curve edges 			
	<ul style="list-style-type: none"> • Durable & flexible cable 			
	<ul style="list-style-type: none"> • Pixel Size (less than 20 um) 			
	PORTABLE INTRA-ORAL X-RAY			
	<ul style="list-style-type: none"> • Capacity touch Screen 			
	<ul style="list-style-type: none"> • Various Phototrophic Methods / easy to handle 			
	<ul style="list-style-type: none"> • Built-in Angle correction 			
	<ul style="list-style-type: none"> • At least 1500 exposure in single charge 			
	<ul style="list-style-type: none"> • Comfortable to hold 			
	<ul style="list-style-type: none"> • Capacity touch Screen 			
<ul style="list-style-type: none"> • All in one Computer with all Accessories: core i5, Gen 5 				
Country of Manufacture: China				

Items	Specification	Qty	Yes/No	Remarks
OIL FREE AIR COMPRESSORS	<ul style="list-style-type: none"> • Oil free Air compressor with dual motor/pump and 3 stage water filtration system with 3 x sets of filters. 	03		
	<ul style="list-style-type: none"> • Tank no less than 40 Liters 			
	<ul style="list-style-type: none"> • Pressure 0.8 Mpa 			
	<ul style="list-style-type: none"> • Voltage 220 			
	<ul style="list-style-type: none"> • Motor not more than 750 W 			
Country of Manufacture: China				

Items	Specification	Qty	Yes/No	Remarks
ULTRASONIC SCALER (Woodpecker)	<ul style="list-style-type: none"> • Hand Piece with LED Light 	02		
	<ul style="list-style-type: none"> • Detachable hand piece (autoclavable) 			
	<ul style="list-style-type: none"> • Digitally controlled (prefer) 			
	Country of Manufacture: China			

Items	Specification	Qty	Yes/No	Remarks
PROTAPER ROTARY ENDOMOTOR	<ul style="list-style-type: none"> • Built-in six motions 	04		
	<ul style="list-style-type: none"> • Long Battery Life 			
	<ul style="list-style-type: none"> • LED Light Preferred 			
	<ul style="list-style-type: none"> • Wiring should be flexible 			
	Country of Manufacture: China			

Items	Specification	Qty	Yes/No	Remarks
UV LIGHTS	<ul style="list-style-type: none"> • Recharge able with LED light 	04		
	<ul style="list-style-type: none"> • Long battery timing 			
	<ul style="list-style-type: none"> • 5 second curing time 			
	Country of Manufacture: China			

Items	Specification	Qty	Yes/No	Remarks
HIGH SPEED HANDPIECE		10		
	<ul style="list-style-type: none"> High speed handpiece with LED 			
	Country of Manufacture: China			

Items	Specification	Qty	Yes/No	Remarks
OVERHAULING OF 2X DENTAL UNITS & 3X COMPRESSORS	<ul style="list-style-type: none"> Triple Syringes 			
	<ul style="list-style-type: none"> Main Boards Repairing 			
	<ul style="list-style-type: none"> Assistant side panel repairing 			
	<ul style="list-style-type: none"> Xray viewer repairing 			
	<ul style="list-style-type: none"> Unit Complete Services 			
	<ul style="list-style-type: none"> Bowl Replacement 			
	<ul style="list-style-type: none"> Compressor Complete Service/Overhauling – 03 			
	<ul style="list-style-type: none"> Additionally works subject to the onsite visit of Dental Department as per end user requirement 			
	<ul style="list-style-type: none"> Units must be fully functional as per end user requirement 			

Items	Specification		Yes/No	Remarks
MATERIAL. (DISPENSABLE)	• Glass ionomer cement 24 GIC-II and 8 GIC-I			
	• Cavit 4 packs of three			
	• Cresophine 4 bottles			
	• Pulparyl 4 bottles			
	• Ledermix 2 packs			
	• Light cure composite kit 3 kits			
	• Light cure bonding 4 packs			
	• Etching gel 6 packs			
	• Matrix hold and bands 5 holders and 6 rolls			
	• Polishing paste 5 packs			
	• Polishing brushes 10 packs of 100			
	• Wooden wedges 2 packs			
	• Bonding applicator 10 packs			
	• Suction tips disposable 30 packs of 100			
	• Lignocaine ampules 30 boxes of 50			
	• Lignocaine cartridges (medicine) 30 boxes of 50			
	• Root canal sealant 8 packs			
	• Alveogyl 6 packs			
	• 3.0 sutures 10 packs			
	• GP points no.15,20,25,30 (8 packs each)			
	• Paper points 25, 30, 35,40 (10 packs each)			
	• F1 and F2 GP points (20 packs each)			
	• Protapper files 21 and 25mm (32 packs each)			
	• K and H files 15,20,25 (5 packs each)			
	• Metapax 2 packs			
	• Dentine softener 2 packs			
	• Disposable napkins 4 cartons			
	• Insulation taps (barrier) 8 rolls			
	• Disposable glasses 4 cartons			
	• Dental needles small & long 40 box each			
	• Disposable surgical blades 6 boxes			
	• Diamond bur 4 packs each of ten			
	• Round, inverted cone, tapering and cylindrical fissure			
	• Composite finishing bur 4 sets			
	• Round and straight TC bur (slow speed) 2 packs each			
	• Alginate 20 packs			
	• Hard plaster 24 packs			
	• Impression trays (autoclavable) 6 sets			
	• Modeling wax 8 packs			
	• Bracket set 30 packs			
	• Bondable molar tubes 30 packs			
• Elastic ligatures 20 packs				
• Elastic chain 2 rolls				
• Sterilization pouches large				
• Wires Niti & SS (2 Packs each)				
• 0.014, 0.016, 0.018, 0.16x22, .18x25				
• Putty Impression set 2 packs				
• Hand piece oil 8 bottles				
• Flame torch refill 8 bottles				
• Dycol 8 Packs				

Items	Specification		Yes/No	Remarks
INSTRUMENTS	• Upper anterior ext forceps	3		
	• Upper premolar forceps	3		
	• Upper molar Rt & Left forceps	3 each		
	• Upper wisdom forceps	2		
	• Upper BD forceps (Banet)	2		
	• Lower anterior forceps	4		
	• Lower full molar forceps	4		
	• Deciduous forceps set	2 sets		
	• Mirror probe tweezer	100 each		
	• Artery forceps	4		
	• Straight elevator	8		
	• Gooch elevator	16		
	• Cross bar elevator set	3 sets		
	• Blade holder	4		
	• Scissors (pointing tip)	8		
	• Mixing spatula (cement)	8		
	• Mixing spatula (plaster)	4		
	• Glass slab	8		
	• Flame torch	4		
	• Slow speed hand piece	3		
	• Plastic instrument	16		
	• Burnisher and carver	8 each		
	• Condenser	16		
	• Rubber bowl	4		

Dental Surgeon, CGH

HoD Dental Department, CGH

Dv. Administrator, CGH

Administrator, CGH

Rawalpindi Cantonment Board

TENDER NOTICE

The Rawalpindi Cantonment Board is seeking sealed offers (Single-Stage Two Envelop) on the proposed bidding documents from well-known registered licensed original manufacturers, authorized distributors, suppliers and contractors for Supply, Installation & Commissioning of the following equipment at The Cantonment General Hospital, Rawalpindi. All Firms must be registered with Income Tax, Sales Tax Department and included in the Federal Board of Revenue's (FBR) active tax payers list.

Sr.#	Description of Work
01	Revamping of Dental Department with Procurement of Dental Equipment with Complete Accessories:
1.	Dental Units with Complete Accessories - 03
2.	Oil Free Air Compressors - 03
3.	X-Ray Units with Digital Sensor with Complete System - 02
4.	Ultrasonic scalars - 02
5.	UV Lights - 04
6.	Protaper Rotary Endomotor - 04
7.	High Speed Handpiece with LED - 10
8.	Instruments and Materials
9.	Overhauling of 2x Old Dental units & 3x Compressors
10.	Civil Works

Terms and Conditions:

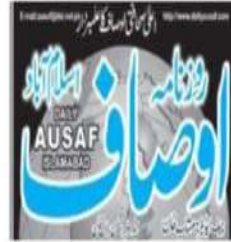
1. Conditional Bids shall not be accepted.
2. For Technical Evaluation, samples of a few items and equipment may also be requested as needed.
3. Technical Specifications can be collected from Electromedical Department CGH. Each quotation must be accompanied by a CDR as bid security equal to 2% of the bid value as per PPRA rules. Quotation will not be accepted without bid security.
4. The Quotation should be submitted according to single stage two envelope procedures. Technical and financial bids should be written on the relevant envelopes.
5. Bidding Document including details of purchase procedure, bid submission method, bid security, bid term, bid opening, bid evaluation, clearance / Un-acceptance & Performance guarantee etc, can be obtained after payment of Rs. 1000/- on request written on company letter head via Bank Chalan in the office of Cantt. Board opposite Mall Road Rawalpindi Cantt Saddar (AWT PLAZA).
6. Complete profile of Firm, which includes Income Tax / Sales Tax, Registration Certificate of Deptt and the bid, should reach office of Rawalpindi Cantonment Board on dated **10-06-2024** afternoon **10:00 am** & bid will be opened in presence of the authorized representatives on same day at **11:00am**.
7. The successful bidder whose rates will be accepted will have to enter into a written agreement with Rawalpindi Cantonment Board at their own cost.
8. All goods on delivery will also be checked by the Scrutiny Committee for any defects, fault or deficiency. In case of any defects, fault or deficiency, the supplier company / firm will be bound to satisfy the said committee as per its decision, otherwise bid security will be forfeited.
9. Income tax / other taxes will be applicable as per the prevailing rates of the Government.
10. The Cantonment Board / Cantonment Executive Officer has the right to reject all quotations before acceptance as per PPRA rules.
11. Other terms and conditions (Specifications) can be viewed during the working hours at the Cantonment Board office, these can also be viewed on the PPRA / RCB website.
12. Furthermore, in case of any ambiguity or explanation, individual can contact at the following numbers during office hours:

Office Cantonment Board, Rawalpindi Cantt: 051-9274409
Electromedical Department, CGH : 051-9270907
UAN: 051-111-07-07-07

**CANTONMENT EXECUTIVE OFFICER
RAWALPINDI CANTT., 051-9274406**

Rawalpindi Cantonment Board

TENDER NOTICE



Rawalpindi Cantonment Board

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