



STANDARD BIDDING DOCUMENTS
FOR
EQUIPMENTS FOR KIMS-KOHAT

SEPTEMBER 2012
KHYBER MEDICAL UNIVERSITY
PESHAWAR,
(KHYBER PUKHTONKHWA)

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INVITATION OF BIDS

RE-TENDER NOTICE

Sealed tenders are invited from the manufacturers / importers / authorized dealers / sole distributors registered with the Sales Tax and Income Tax Department for the purchase of following items for its constituent institutes KIMS- Kohat & IPM&R-Peshawar.

1.	Dental Unit Chairs	2.	Central Compressor for Dental Unit
3.	Speaking Rostrum	4.	Multimedia Projectors
5.	Computers	6.	Air-Conditioners
7.	Fridge	8.	Furniture for class Rooms, Offices & Auditorium.
9.	Equipments for Clinical Facilitation, Glass Doors, furniture & Structure, Fridge and TV for Institute of Physical Medicine & Rehabilitation(IPM&R)		

The bidding documents including quantity, specification and detailed terms and conditions can be downloaded from www.kmu.edu.pk.

Bid must be accompanied by deposit receipt of Rs.1,000/- of A/c #1450-8, National Bank of Pakistan, Hayatabad Town ship Branch, Peshawar.(Non Refundable)

The quotation may be dropped in the Tender Box placed in front of the office of the Registrar KMU, Peshawar positively by 17/09/2012 (0930 hours).

The quotations will be opened in the KMU, Committee Room, on 17/09/2012 at 1000 hours by the Purchase Committee in the presence of the bidders or their representatives.

The KMU Purchase Committee reserves the right to accept or reject all or any bid at any stage without assigning any reason.

Chairman Purchase Committee
Khyber Medical University, Peshawar

1. The Tender submitted by the suppliers shall be based on the following terms and condition and required documents must be attached with bid as per details given below:

(i) Bid/rate may be quoted on prescribed bidding form available in the bidding document as well as on the company's letter head along with detail specification for the unit price of the item (including all taxes and transportation charges to KIMS, KDA Township-Kohat) entirely in Pak rupees transparently and clearly according to the prescribed specification available in the bidding document for each item. The rates should be mentioned in both words and figures. Rates with cutting or overwriting will be considered as nonresponsive. No tender with conditional, ambiguous and alternate price will be considered. Only one rate should be submitted for one item. If firm desires to offer more than one rates, he should purchase separate bidding documents. The items without mentioning country of origin will not be accepted for purchase, even though if it is lowest in price.

(ii) Qualification and experience certificate of technical staff.

(iii) Copies of registration with income tax and sales tax department. Income tax general sales tax and stamp duty will be deducted from the supplier as per government rules.

(iv) Clearance Certificate of Excise and Taxation Department.

(iv) A Call Deposit equal to 2 % of the quoted value must accompany the bid otherwise bid will be considered as nonresponsive. The Call Deposit should be in favor of the Treasurer, Khyber Medical University, Peshawar. The Call Deposit amount should be deposited on formula as $\text{Unit price} \times \text{qty required} = b * 2 \%$. Cheques, Bank Guarantee, insurance guarantee and pay orders will not be accepted. The call deposits shall be verified before the preparation of comparative statements and if found fake, legal action will be taken against the firm as per rules.

(v) The approved suppliers will be responsible for the replacement of spare parts free of cost during the guarantee period, which should be mentioned in the quotation and should be at least two years. In this regard a contract / agreement will have to be signed between the supplier and KMU.

The Purchase Committee reserves the right to accept or reject any bid and cancel the process of completion and reject all bids, at any time prior to award of the contract without; thereby incurring any liability on the part of the effected supplier or any obligation to inform the affected supplier of the goods for the Purchase Committee decision.

3. No partial payment will be made against partial supply/ delivery.
4. The payment will be released after inspection by KMU Technical / Inspection Committee and satisfactory report submitted by the end user.
5. The supplier shall also be responsible to install and demonstrate the required equipment at the site specified by the authority at his own cost.
6. The supplier shall be bound to provide catalogues with photos, samples of small instruments or any other information required for the Technical / Inspection Committee or Purchase Committee.
7. The black listed suppliers are not eligible to participate in the bidding.
8. All documents relating to the bid and contract shall be in English language.
9. The bidding documents should be signed and stamped by a person duly authorized on behalf of the supplier on every page.
10. The supplier shall produce authorization letter of manufacturers, which will be verified.
11. The supplier belong to the other province will provide the complete address and phone numbers of his branch office at Khyber Pakhtunkhwa.
12. The tender should be in sealed cover envelop clearly written thereon “**quotations for ---** -----” the name of the supplier with full address and telephone/ fax number must be written on the back of the quotation. If the envelop is not sealed and marked as above, the University will not be responsible for misplacement or pre-mature opening of bid. Sealed bids should be addressed to the Chairman Purchase Committee.
13. The Purchase Committee reserve the right to increase or decrease the quantities of items of equipment/instruments/machinery
14. In case of supply of defective or used items, the firm will be dealt with as per Government rules and regulations.
15. The successful supplier will have to make an agreement on stamp papers for the supply of the items according to the Contract.

Specification

S. No	Item Name	Specification	Quantity
1.	DENTAL UNIT CHAIR MOUNTED (FOR BDS STUDENTS)	<p>Essential parts of Dental Units should be imported (USA, Germany, Japan) and assembled in Pakistan. Any firm using local made essential parts will not be acceptable.</p> <p>1. Dental Unit - Chair Mounted</p> <p>Consisting of:</p> <p>Doctor Unit:</p> <ul style="list-style-type: none"> ● Flexible swing arm well balanced with tray over patient type ● Rectangular pressure indicator ● Holder type two tubing & fitting for hand pieces ● 3-way syringe detachable / autoclave able tip ● Waste receptacle ● Foot control <p>Dental Chair:</p> <p>Movement of chair through hydraulic pump and Solenoid valves with limits switch (up, down, backward, forward) Programmable dental chair minimum height less than 37 cm, Maximum height 73 cm.</p> <ul style="list-style-type: none"> ● Adjustable head rest (up, down, backward, forward) finger touch with smooth movements without teeth & gear. ● Synchronized seat tilting with backrest movement back rest adjustment angle from seat 90° to 185° at O position ● Slim Backrest movement synchronises human anatomy ● Swing up out arm rest ● Up-holstry in select colors.. ● One touch auto-return to zero position <p>Cuspidor Unit:</p> <ul style="list-style-type: none"> ● One piece spittoon 90° rotatable. ● Bowl flush. ● Auto cup filler time cycle control. ● HVA or Saliva ejector. ● Junction box <p>Dental Light:</p> <ul style="list-style-type: none"> ● Day light shadow less, heatless and sharp Rectangular slit, ideal for dentistry as well Patient comfort. The dental light is compact, Well balanced and easy to move to any position. ● Excellent light focusing pattern for patient Convenience. ● Dental light is easy to keep hygienically clean. ● This dental light is compatible with all dental intensity. ● Light output 28000/ 18000 Lux dual intensity. 	50

		<ul style="list-style-type: none"> ● Colour Temperature 4500K/+ - 5% ● Light pattern 240 x 90 mm at 725 mm. ● Bulb 12V 55W ● Input 240/220/110V 50/60Hz ● Output 12V and 10.5V <p>Safety Features</p> <ul style="list-style-type: none"> ● Electric 12V Limit switches to cut off Auto/manual movements at maximum/minimum positions. ● Automatic safety oil drain to reservoir system in case of excessive pressure in cylinder. ● All Chair controls operate on 12V, AC. ● Push of any Manual/Unit foot switch override the automatic movements and stops chair immediately. ● Chair Movement blocked, when any hand piece in use. ● Emergency override switch. ● Input: AC-240/220/110V, 50/60 Hz <p>Multipurpose Stool Operating stool with adjustable height Gas spring operated. Revolving on 5 castors with arm supported stool.</p> <p>Complete Set.</p>	20
2.	DENTAL UNITS CHAIR MOUNTED (FOR BDS FACULTY)	<p>2. i) Dental Unit Essential parts of Dental Units should be imported (USA, Germany, Japan,Italy) and assembled in Pakistan. Any firm using local made essential parts will not be acceptable.</p> <p>Doctor's Unit</p> <ul style="list-style-type: none"> ● Flexible swing over-patient well balanced arm for easy Positioning. ● Large size, instrument tray. ● Three tubings and fittings for (Instruments). ● Main ON/OFF control with indicator ● Push Control Switches with LED Indicator, Indicator for X-ray illuminator, Auto Cupfiller. 3-way syringe ● 3-Tubing & Fitting for Instruments ● X-Ray Illuminator. ● Waste receptacle. ● Individual Water & Air pressure controls ● Rectangular HP pressure indicator. <p>Cuspidor Unit</p> <ul style="list-style-type: none"> ● Streamline Housing for easy cleaning. ● One piece spittoon with solid collector Bowl Flush & Cupfiller. ● 90° rotateable spittoon for Assistant's easy access to patient. ● Push button control with led indicator for cupfiller ● Pressurised container for sterilized water. With on/off toggle switch. 	05

- Automatic cupfiller adjustable time cycle control.
- Bowl Flush adjustable time, cycle control.
- 3-way syringe straight
- Saliva Ejector (Water Venturi).
- High Volume evacuator with solid collector Air operated)

Junction (Utility) Box with

- Air. Water inlets with filters.
- Service water outlet.
- Separate Electrical compartment.
- Voltage input 240/220/110V, 50/60Hz.
- Output voltage 24 V-AC.
- Weight 55-Kg. (Unit)

Dental Chair

- Fully Automatic, Motorised, Hydraulic Dental chair
- Synchronised seat tilting with backrest movement.
- Back Rest movement synchronises human anatomy, so no patient sliding or discomfort while changing from sitting to operating or operating to sitting position.
- Anatomical contoured seamless upholstery
- Upholstry colour selection from 13 shades
- Swing out Arm rest.
- Fully Articulating Headrest for forward, backward and upward movement.
- Two pre-set positions
- Pre-set positions programmable by user.
- One Touch pre-set position
- One Touch gargling position
- One touch Zero return.
- Motor Pump capacity 8L/M (silent.)
- Hydraulic Fluid capacity 1000ml approx.
- Solenoidal valve assembly 12VAC.

Safety Features

- Electric 12V Limit switches to cut off Auto/manual movements at maximum/minimum positions.
- Automatic safety oil drain to reservoir system in case of excessive pressure in cylinder.
- No chair movement when any handpiece in use.
- All Chair controls operate on 12V, AC.
- Push of any Manual/Unit foot switch override the Automatic movements and stops chair immediately.
- Emergency override switch.
- Input: AC-240/220/110V, 50/60 Hz.

	<ul style="list-style-type: none"> ● Foot control chair movements ● Weight 148-kg. ● The Dental Light is compact, well balanced and easy to move to any position. ● Excellent light focusing pattern for patient convenience. ● Day light, shadowless and heatless light for optimal results. ● Dental light is very easy to keep hygienically clean. ● This Dental light is compatible with all Dental systems. ● Wall Mount and Mobile Stand Models are also available. ● Light output 28000/18000 Lux. ● Colour Temperature 4500 K. ● Light pattern 240 x 90mm at 725mm. ● Focal distance 725mm. ● Bulb 12V, 55W. ● Input 240/220/110V, 50/60Hz. ● Output 12 V and 10.5 V <p>Doctor Stool Operating stool with adjustable height, Gas spring operated. Revolving on 5 castors with back supported stool.</p> <p>Complete Set</p> <p><u>ACCESSORIES:</u></p> <p>1. Air Turbine Hand piece (High Speed) Non Optic</p> <p>Ultrapush Chuck Ceramic Ball Bearing Maximum Speed 400,000 rpm Autoclave-able Clean Head System (Made in Japan, UK Germany)</p> <p>2. Air Motor (Low Speed) Made in Japan, UK Germany</p> <p>Maximum Speed 22000 rpm with straight & contra angle Hand piece EX Series Straight Handpieces Japan For HP burs (Ø2.35) Clean Hand System 1:1 Direct Drive</p> <p>Contra Angle Hand piece 1:1 direct drive For CA burs (Ø2.35) Latch type Maximum Speed 25000 rpm (Made in Japan, UK Germany)</p>	<p>05</p> <p>10</p> <p>10</p>
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	<p>CENTRAL COMPRESSOR FOR 50 DENTAL UNITS:</p>	<p>Central Compressor upto 25 Surgeries</p> <ul style="list-style-type: none"> ● Set of 2-motors three cylinder head, with air drier unit, auto flush system, cooling radiator & fan. ● Oil free, dust free, 99.9% moisture free and odour free, near medical grade air. ● Special internal rust proof quoting of tank. Double layer welded vertical mounted on tripod stand. ● Compressor motor system installed and fitted on separate add on shelf type structure and attached with 2 flexible pipes to avoid vibration. ● Non return valve after every compressor motor for isolation. Safety valve. ● Filter regulator assembly at delivery nozzle to give constant pressure. ● Control panel having facilities to switch on/off any compressor motor with over load and thermal protector and hour meter for each motor. ● Working pressure: 5.0 bars to 8.0 bars Main supply 440V. 50HZ, Three Phase. Complete set. <p>(Compressor Italian, Germany, Uk, Japan assembled in, Pakistan)</p>	<p>02</p>
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Section – IV

BID SUBMISSION FORM (Should also be submitted on company letter head too with detail specification)

To

The Chairman
Purchase Committee
Khyber Medical University
Peshawar

Enclosed please find the offer to execute the contract of supply of **Equipments** for KIMS-Kohat in accordance with the conditions of agreement accompanying this bid for the price

of Rs. _____ (Amount in figures) _____

(amount in words). We accept to supply the items mentioned in the supply order within _____ days on the rate approved by the purchase committee. This bid and your written acceptance will constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive. We hereby confirm that this bid complies with the validity of the bid required by the proposal documents.

1. Name of Supplier: _____
2. Address of Supplier: _____
3. Phone Number of Supplier: _____
4. Fax No. _____
5. Name of the authorized person: _____

6. Signature: _____

7. Designation of authorized person: _____
8. Stamp of the Supplying Agency: _____
9. Dated: _____

BID Form

S. No	Item Name	Specification	Unit Price (with all Taxes)
1.	DENTAL UNIT CHAIR MOUNTED FOR BDS STUDENTS.	<p>Essential parts of Dental Units should be imported (USA, Germany, Japan) and assembled in Pakistan. Any firm using local made essential parts will not be acceptable.</p> <p>1. Dental Unit - Chair Mounted</p> <p>Consisting of:</p> <p>Doctor Unit:</p> <ul style="list-style-type: none"> ● Flexible swing arm well balanced with tray over patient type ● Rectangular pressure indicator ● Holder type two tubing & fitting for hand pieces ● 3-way syringe detachable / autoclave able tip ● Waste receptacle ● Foot control <p>Dental Chair:</p> <p>Movement of chair through hydraulic pump and Solenoid valves with limits switch (up, down, backward, forward) Programmable dental chair minimum height less than 37 cm, Maximum height 73 cm.</p> <ul style="list-style-type: none"> ● Adjustable head rest (up, down, backward, forward) finger touch with smooth movements without teeth & gear. ● Synchronized seat tilting with backrest movement back rest adjustment angle from seat 90° to 185° at O position ● Slim Backrest movement synchronises human anatomy ● Swing up out arm rest ● Up-holstry in select colors.. ● One touch auto-return to zero position <p>Cuspidor Unit:</p> <ul style="list-style-type: none"> ● One piece spittoon 90° rotatable. ● Bowl flush. ● Auto cup filler time cycle control. ● HVA or Saliva ejector. ● Junction box <p>Dental Light:</p> <ul style="list-style-type: none"> ● Day light shadow less, heatless and sharp Rectangular slit, ideal for dentistry as well Patient comfort. The dental light is compact, Well balanced and easy to move to any position. ● Excellent light focusing pattern for patient Convenience. 	

		<ul style="list-style-type: none"> ● Dental light is easy to keep hygienically clean. ● This dental light is compatible with all dental intensity. ● Light output 28000/ 18000 Lux dual intensity. ● Colour Temperature 4500K/+ - 5% ● Light pattern 240 x 90 mm at 725 mm. ● Bulb 12V 55W ● Input 240/220/110V 50/60Hz ● Output 12V and 10.5V <p>Safety Features</p> <ul style="list-style-type: none"> ● Electric 12V Limit switches to cut off Auto/manual movements at maximum/minimum positions. ● Automatic safety oil drain to reservoir system in case of excessive pressure in cylinder. ● All Chair controls operate on 12V, AC. ● Push of any Manual/Unit foot switch override the automatic movements and stops chair immediately. ● Chair Movement blocked, when any hand piece in use. ● Emergency override switch. ● Input: AC-240/220/110V, 50/60 Hz <p>Multipurpose Stool Operating stool with adjustable height Gas spring operated. Revolving on 5 castors with arm supported stool.</p> <p>Complete Set.</p>	
2.	DENTAL UNITS CHAIR MOUNTED FOR BDS FACULTY	<p>2. i) Dental Unit Essential parts of Dental Units should be imported (USA, Germany, Japan,Italy) and assembled in Pakistan. Any firm using local made essential parts will not be acceptable.</p> <p>Doctor's Unit</p> <ul style="list-style-type: none"> ● Flexible swing over-patient well balanced arm for easy positioning. ● Large size, instrument tray. ● Three tubings and fittings for (Instruments). ● Main ON/OFF control with indicator ● Push Control Switches with LED Indicator, Indicator for X-ray illuminator, Auto Cupfiller. 3-way syringe ● 3-Tubing & Fitting for Instruments ● X-Ray Illuminator. ● Waste receptacle. ● Individual Water & Air pressure controls ● Rectangular HP pressure indicator. <p>Cuspidor Unit</p> <ul style="list-style-type: none"> ● Streamline Housing for easy cleaning. ● One piece spittoon with solid collector Bowl Flush & Cupfiller. ● 90° rotateable spittoon for Assistant's easy access to patient. 	

- Push button control with led indicator for cupfiller
- Pressurised container for sterilized water. With on/off toggle switch.
- Automatic cupfiller adjustable time cycle control.
- Bowl Flush adjustable time, cycle control.
- 3-way syringe straight
- Saliva Ejector (Water Venturi).
- High Volume evacuator with solid collector Air operated)

Junction (Utility) Box with

- Air. Water inlets with filters.
- Service water outlet.
- Separate Electrical compartment.
- Voltage input 240/220/110V, 50/60Hz.
- Output voltage 24 V-AC.
- Weight 55-Kg. (Unit)

Dental Chair

- Fully Automatic, Motorised, Hydraulic Dental chair
- Synchronised seat tilting with backrest movement.
- Back Rest movement synchronises human anatomy, so no patient sliding or discomfort while changing from sitting to operating or operating to sitting position.
- Anatomical contoured seamless upholstery
- Upholstry colour selection from 13 shades
- Swing out Arm rest.
- Fully Articulating Headrest for forward, backward and upward movement.
- Two pre-set positions
- Pre-set positions programmable by user.
- One Touch pre-set position
- One Touch gargling position
- One touch Zero return.
- Motor Pump capacity 8L/M (silent.)
- Hydraulic Faluid capacity 1000ml approx.
- Solonidal value assembly 12VAC.

Safety Features

- Electric 12V Limit switches to cut off Auto/manual movements at maximum/minimum positions.
- Automatic safety oil drain to reservoir system in case of excessive pressure in cylinder.

- No chair movement when any handpiece in use.
- All Chair controls operate on 12V, AC.
- Push of any Manual/Unit foot switch override the
- Automatic movements and stops chair immediately.
- Emergency override switch.
- Input: AC-240/220/110V, 50/60 Hz.
- Foot control chair movements
- Weight 148-kg.
- The Dental Light is compact, well balanced and easy to move to any position.
- Excellent light focusing pattern for patient convenience.
- Day light, shadowless and heatless light for optimal results.
- Dental light is very easy to keep hygienically clean.
- This Dental light is compatible with all Dental systems.
- Wall Mount and Mobile Stand Models are also available.
- Light output 28000/18000 Lux.
- Colour Temperature 4500 K.
- Light pattern 240 x 90mm at 725mm.
- Focal distance 725mm.
- Bulb 12V, 55W.
- Input 240/220/110V, 50/60Hz.
- Output 12 V and 10.5 V

Doctor Stool

Operating stool with adjustable height,
 Gas spring operated.
 Revolving on 5 castors with back supported stool.

Complete Set

ACCESSORIES:

1. Air Turbine Hand piece (High Speed) Non Optic

Ultrapush Chuck
 Ceramic Ball Bearing
 Maximum Speed 400,000 rpm
 Autoclave-able
 Clean Head System
(Made in Japan, UK Germany)

2. Air Motor (Low Speed) Made in Japan, UK Germany

Maximum Speed 22000 rpm with straight & contra angle Hand piece
EX Series Straight Handpieces Japan
 For HP burs (Ø2.35)
 Clean Hand System
 1:1 Direct Drive

		<p>Contra Angle Hand piece 1:1 direct drive For CA burs (Ø2.35) Latch type Maximum Speed 25000 rpm (Made in Japan, UK Germany)</p>	
3.	<p>CENTRAL COMPRESSOR FOR 50 DENTAL UNITS:</p>	<p>4. a) Central Compressor upto 25 Surgeries</p> <ul style="list-style-type: none"> ● Set of 2-motors three cylinder head, with air drier unit, auto flush system, cooling radiator & fan. ● Oil free, dust free, 99.9% moisture free and odour free, near medical grade air. ● Special internal rust proof quoting of tank. Double layer welded vertical mounted on tripod stand. ● Compressor motor system installed and fitted on separate add on shelf type structure and attached with 2 flexible pipes to avoid vibration. ● Non return valve after every compressor motor for isolation. Safety valve. ● Filter regulator assembly at delivery nozzle to give constant pressure. ● Control panel having facilities to switch on/off any compressor motor with over load and thermal protector and hour meter for each motor. ● Working pressure: 5.0 bars to 8.0 bars Main supply 440V. 50HZ, Three Phase. Complete set. <p>(Compressor Italian, Germany, Uk, Japan assembled in, Pakistan)</p>	

Section – V

FORM OF AGREEMENT/CONTRACT

This agreement made on this day _____ of _____ September 2012 between the Khyber Medical University, Peshawar (herein after called the Purchaser) of the one part and _____ (herein after called the Supplier) of the other part.

Whereas the Purchaser invited bids for certain equipment viz _____ and has accepted a Bid by the Supplier for the supply of those equipments/Machinery / Goods in the sum of Rupees _____ (hereinafter called the Contract Price. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read as construed as part of this agreement viz:
 - a. The purchasers Notification to the Supplier of Award of Contract (letter of acceptance);
 - b. The form of Bid and the price schedule submitted by the Supplier;
 - c. APPENDICES to BID.
2. The successful supplier shall be bound to supply the required items at approved rates within 30 days of the receipt of supply order for local items and 90 days for imported items. In case of delay in supply within stipulated time the penalty @ 2% per day will be imposed for first 15 days and thereafter @ 4% per day in the subsequent period.
3. The item if found sub-standard or if not according to specification shall be replaced free of cost by the Supplier.
4. The supplier shall be bound to deliver and install the approved equipments at the Site(KIMS- Kohat) of installation at their own cost. However, the pre-requisite for the installation will be provided by the University.
5. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate the equipment / machinery deliver upon full fill recent of all the obligations stipulated in the Contract. The payment to the

supplier will be made from the by Purchaser after installation and inspection by technical committee and satisfactory report by end-users.

6. The Supplier is responsible for all taxes according to the laws of the Islamic Republic of Pakistan and Khyber Pakhtunkhwa Province.
7. The Supplier shall be responsible for deduction of 1% stamp duty while executing the contract as per Provincial Assembly Notification No. PA/NWFP/legis-1/2001/13723 dated 7/07/2007 regarding finance bill article No.22 (A) (B).

8. Warranty:

- 8.1 The Supplier warrants that all the good are new, unused and of the most recent or current models and that they incorporate all recent improvements in design and materials.
- 8.2 The Supplier further warrants that the goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the condition prevailing in Khyber Pakhtunkhwa.
- 8.3 The warranty shall remain valid for twelve (12) months after the goods have been delivered to and accepted by the Purchaser.
- 8.4 The KMU shall give Notice to the supplier stating the nature of any such defects together with all available evidence thereof; promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 8.5 Upon receipt of such Notice, the supplier shall, within fifteen (15) days expeditionly replace the defective goods or parts thereof, at no cost to the Purchaser.
- 8.6 If having been notified the Supplier fails to remedy the defects within the stipulated period, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the suppliers risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
9. The KMU Technical / Inspection Committee of University shall have the right to inspect / test the goods to confirm their conformity to the contract specification. The inspection and test may be conducted in the premises of at KIMS (KDA town ship-Kohat). The supplier shall provide all reasonable assistance, including access to drawings and production data, at no change to the Purchaser.



The purchaser may reject any equipment / machinery that fail to pass any test and / or inspection on do not conform to the specifications. The supplier shall replace the rejected equipment at no cost to the Purchaser and shall repeat the test or Inspection.

11. **Patent Indemnity:** The Supplier shall, subject to the Purchaser compliance with the condition of contract indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands losses damages, costs, and expenses of any nature including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent utility model, registered design trade mark copyright, or other intellectual property right registered or otherwise existing at the date of the contract by reason of;

- a. The installation of the goods by the supplier or the use of the goods in polestar where the site is located.
- b. The sole in any country of the products produced by the goods.

1. **Termination:** Termination for default:

The Purchaser, without prejudice to any other remedy for breach of contract by notice of default sent to the supplier, may terminate the contract in whole or in part.

- I. If the supplier fails to deliver any or all of the goods within the period specified in the contractor.
- II. If the supplier fails to perform any other obligation under the contract.

In the event the purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate Goods or related services similar to those undelivered or not performed, and the Supplier shall be liable to the purchaser to any additional costs for such similar goods.

- a. If the supplier, in the judgment of the purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

2. **Assignment:** The supplier shall not assign, in whole or in part its obligation under the contract.

Party – 1(KMU)

Party – 2 (The Supplier)

(Treasurer, KMU)

Name of Supplier: _____

Address of Supplier: _____



Phone Number of Supplier: _____

Fax No. _____

Name of the authorized person: _____

Signature: _____

Designation of authorized person: _____

Stamp of the Firm: _____

Dated: _____

Witness No. 1

Name: _____

Signature: _____

CNIC No: _____

Witness No. 2

Name: _____

Signature: _____

CNIC No: _____

DELIVERY TIME

1. The successful supplier / firm will be bound to supply the required items within 30 days of supply order for the local items and 90 days for imported items.
2. The successful supplier will be bound to supply the required items at approved rates within 30 days of the receipt of supply order for local items and 90 days for imported items. In case of delay in supply within stipulated time then penalty @ 2% per day will be imposed for first 15 days and thereafter @ 4% per day in the subsequent period.



Section – VII

QUALIFICATION CRITERIA

As stated in Section – II (Terms and Conditions/Instructions to Bidders)

The awards of contract would be based strictly on the specification provided in the bidding documents and quality of the items and not only on the basis of lowest rates.



Section –I X

BID VALIDITY

The price bid will remain valid up to 30-06-2013.