



After Pre-bid
BID SOLICITATION DOCUMENTS
For the Procurement of OPG Machine
Khyber College of Dentistry (MTI)
Peshawar

Note: Some minor changes were done in specifications and technical criteria

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

TABLE OF CONTENTS

SS #	Contents	Page #
1.	Introduction	
2.	Instruction to Bidders	
3.	General Conditions	
4.	Invitation for Bids	
5.	Bid Security	
6.	Bid Validity	
7.	Blacklisting of Defaulted Bidder/Contractor	
8.	Disputes Controversies/Dispute Resolution	
9.	Statement of Requirement with Specification	
10.	Evaluation Criteria	
11.	Redressing of Grievances	
12.	Award of Contract	
13.	Payment	
14.	Sub-Letting Contract	

1. INTRODUCTION:

KCD-Medical Teaching Institution (KCD-MTI) Peshawar invites item wise sealed bids from the Manufacturer/Authorized Dealers for procurement of “**OPG X-Ray Machine**” under Competitive Bidding under rule 6(2) (b) “**Single Stage Two Envelope**” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked “1-Technical Bids” and “2-Financial Bids” which should be packed in one outer envelope.
3. Pre-bid meeting with the interested bidders held on **06/02/2023** at **11:00 AM** hrs in the Conference room of this Institution.
4. The technical bids will be opened on **17/02/2023** at **11:00 AM** in presence of the bidders/representatives who choose to attend while the financial bids will be opened later on after the evaluation of technical bids. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
5. An affidavit is mandatory, without indicating the figure in the Technical Bid that bid security is placed in the financial bid. Duly attested by notary public.
6. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
7. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
8. The bid should be complete in all respect and must be signed by the bidder.
9. Prices should be quoted in Pak rupees PKR should be quoted in PKR & CNF and should include all taxes applicable by Govt. (at any stage of tender process/till the validity of rates). If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
10. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
11. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
12. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
13. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without earnest money;

- b. It is received after the date and time fixed for its receipt;
- c. The tender document and the bid is unsigned;
- d. The offer is ambiguous;
- e. The offer is conditional i.e. advance payment, or currency fluctuations etc.
- f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
- g. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted, the quoted Price must be preprinted and hand written quoted price will not be acceptable. The tenders must be according to specification; alternate rates will not be acceptable.

- 14. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
- 15. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
- 16. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
- 17. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 18. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the KCD-MTI Peshawar's future bids.
- 19. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 20. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

3. GENERAL CONDITIONS: -

- 1. KCD-MTI Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- 2. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
- 3. KCD-MTI Peshawar may increase or decrease the quantity of the items required, as per KPPRA rules.
- 4. At any time prior to the deadline for submission of bids, KCD-MTI Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 5. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 6. KCD-MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
- 7. Additional documents will not be acceptable after Bid Submission.
- 8. Bid Validity 180 Days.**

INVITATION FOR BIDS
KCD Medical Teaching
Institute Peshawar

INVITATION FOR BIDS

Dean, Medical Teaching Institute, **KCD Peshawar** invites sealed bids from Manufacturer/Importers/Authorized Distributors under National Competitive Bidding for the procurement of “**OPG X-RAY MACHINE**”, under rule 6(2) (b) “**Single stage Two Envelop procedure**” of KPPRA Rules 2014, from Manufacturer/Authorized Dealers registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security @ **2% of Total Bid Value** - in the name of Dean KCD Peshawar. Pre-bid meeting with the interested bidders held on **06/02/2023** at 11:00 AM at the Conference Room of the institution.

The tenders complete in all respect must reach the undersigned by **10:30 AM** on **17/02/2023**, which will be opened at **11:00 AM** on the same day in conference room / Dean KCD office of the in the presence of the procurement committee and the bidders / representatives who may choose to attend.-

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

4. BID Security

- i. Bid security @ **2% of Total Bid Value** (refundable) drawn in favor of “Dean KCD-MTI Peshawar”
- ii. Pay Order (PO) is not acceptable.

The bid security may be forfeited:

- i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii) In the case of a successful Bidder, if the Bidder fails to sign the contract or to furnish performance Guarantee.

5. BID VALIDITY:

- i) The bids should be valid for 180 days.**
- ii) In exceptional circumstances, KCD-MTI may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

6. BLACKLISTING OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklisting of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- Consistent failure to provide satisfactory performances.
- Found involved in corrupt/fraudulent practices.
- Abandoned the place of work permanently

Conditions for debarment of Defaulted Bidder/Contractor

Failure or refusal to;

- Accept Purchases Order / Services order terms;
- Make supplies as per specifications agreed:
- Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the KCD- MTI Peshawar.

Procedure for blacklisting and debarment

1. Competent authority of KCD -MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The Show Cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the KPPRA and defaulting bidder within three days of passing order.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

7. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
3. The grievance redress Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.
5. Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

STATEMENT OF REQUIREMENT WITH SPECIFICATION:**2D DIGITAL PANORAMIC AND CEPHALOMETRIC UNIT
(UPGRADABLE TO 3D) USA/UK/JAPAN/EU**

- 2 Dedicated sensors for Panoramic and Cephalometric applications
- 3 points patient immobilization positioning
- Automatic patient positioning by occlusal bite block and 2 laser beam system
- Automatic/ manual adjustment to the jaw width
- Automatic radiation management for different images.
- Usable sitting/standing and wheel chair position.
- **Software:** Manufacturer own Medical Grade Software for Patient Data, Filters and Image Analysis. Manufacturer's Own DICOM Support Software for Image Printing on DICOM Printer.
- **Branded PC:** Core i7 12th Generation, 8GB Ram, 512 SSD, 2GB or better Dedicated Graphic Card 24 inch LED Monitor with key board and mouse and registered windows OS.
- **Pure Sine wave Online UPS** to take load of XRAY, PC and DICOM Printer with 10-15 minutes Backup time
- **DICOM Laser Printer** (Agfa/Fuji / Carestream / Fuji or Equivalent

Technical Data:	
High Frequency generator	100-140hz
Tube Voltage	60-90kv or more (1kv step)
Tube Current	2-16mA or more
Tube Focal Spot	0.5mm
Total Filtration	2.5mm eq. Al.
Input Voltage	100-240V, 50/60HZ

	PANORAMIC	CEPHALOMETRIC
Detector Technology	CMOS/ CCSI, CCD	CMOS/ CCSI, CCD
Exposure Time	PAN 2-15 sec	CEPH 3-10 sec
Magnification	PAN 1.2-1.3	CEPH 1.3
Acquisition Depth	4096-12bits	16384-14 bits
Image Field Size	64x1312 pixels / 6.4 x 120mm	6.4x 263.3mm
Exposure Mode	Child, Adult Small, medium and large	Child, Adult Small, medium and large
Radiological Exam Options	Standard Panoramic, Segmented Panoramic Orthogonal panoramic imaging, Dentition and bitewing, Temporomandibular joints, Maxillary sinus, Teleradiography , Lateral TMJ, Frontal and Lateral (right and left) Maxillary Sinus, Pediatric program, image of individual quadrants,	Lateral ceph, frontal AP or PA, oblique , submento-vertex , corpus view program

EVALUATION CRITERIA

The bids / proposals will be evaluated on the basis of advertisement, bid solicitation documents and the pointsystem as specified below.

A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements OR if it fails to achieve the minimum score as indicated in the below mentioned table. Relevant certificates / documents must be attached.

Evaluation Criteria for Procurement of Instruments:

Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100 Marks No chance will be provided for re-submission of secondary documentation. The bidders must carefully read the instructions; Non-compliance to the stated instruction may lead to their technical disqualification.

TECHNICAL EVALUATION CRITERIA FOR 2D DIGITAL PANORAMIC AND CEPHALOMETRIC UNIT

S#	Parameters	Sub-parameters	Marks
1	Product Specification		30
	Product that 100% comply with the advertised specifications	Fully compliance with the required specifications (Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance in any aspect would not affect. 1 mark will be deducted on each deviation. However, up to four marks will be deducted.	30
2	Legal Requirement		
	Manufacturer Authorization Certificate from Principal Letter Head Pad		Mandatory
	NTN Registration Certificate		Mandatory
	Sales Tax Registration Certificate		Mandatory
	Firm Experience above 05Years (FBR/Income tax Registrations should be attached)		Mandatory
3	Product Certifications		10
	USFDA	US Food and Drug Administration(FDA)	04
	CE	European Community	02
	JIS/MHLW	Japanese Industrial Standards/Ministry of Health Labor and Welfare	02
	Two of the Above Certificates are Mandatory		
	Quality Certificates	Valid ISO 13485 (Medical Devices Quality Management System)	02
4	Product Local Performance		10
	Satisfactory performance certificate of each quoted equipment from well reputed medical institutions within Pakistan on Institutional Letter Head (Supply Order/Purchase Order will not be considered as per performance certificates) Each Certificate carry 2 mark.(Max up to 5 Performance Certificates)		10

5	Qualified Technical Staff		05
	Graduate Engineers Bio-Medical/Electronics/Electrical (PEC Registered) (appointment letter & Pay slip required)(1.5 marks each per graduate engineer)		03
	Associate Engineer with diploma of associate engineering Bio-Medical/Electronics/Electrical/BS Electronics/B Tech based in Peshawar(appointment letter & Pay slip required) (1 mark per associate engineer)		02
	Workshop facility at Peshawar having list of related testing tools and spare parts for the quoted items		Mandatory
	Workshop facility at National Level (Pakistan) having list of related testing tools and spare parts for the quoted items		Mandatory
6	Financial Capabilities		05
	Turnover in Millions	Turn over verified from IT-1orIT-2 form of FBR10 -30 Million.	02
	Audit Report / Bank Statement Should be attached	Turnover will be verified from IT-1 or IT-2 form of FBR 31 -50 Million	03
7	National Office and Peshawar Office		Mandatory
8	Warranty		04
	Warranty: 03 Years with Parts and Services, 2 Years Services		Mandatory
	The Firm offering extra warranty with parts will get 2 marks per year Maximum 04 Marks		04
9	Post warranty Maintenance Services		06
	Post warranty maintenance contract, including service and parts, rates(companies to offer Percentage (%) of the contract value in the technical bid. The lowest will get the full marks.		06
	Total Marks		70

Total Marks in Technical Criteria: **70**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: 49

Financial Criteria (30 Marks):

S#	Parameters	Sub-Parameters	Total Marks:
	Price		30
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm)/Price of Bid under consideration(F)]x100 x0.30	30

Bids having items not fulfilling/in compliance with the required specifications shall be treated as non-responsive bids.

9. REDRESSING OF GRIEVANCES

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.

3. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
5. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

10. AWARD OF CONTRACT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and KCD Peshawar.

11. PAYMENT:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

12. Sub-Letting Contract:

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Services provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled to cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

AGREEMENT DEED

This agreement is made on this day __ / __ /2022 for the fiscal year 2022-23 between M/s

Address: _____ Through: _____

S/O: _____ NIC No: _____. Designation: _____ referred
as 1st Party, which expression shall unless repugnant to the context mean and include his heirs,
executors, administrators, successors and assigns).

And

The **Khyber College of Dentistry, Peshawar, through the Dean** (hereinafter referred as 2nd
Party which expression shall unless repugnant to the context mean and include his heirs,
executors, administrators, and assigns.

WHEREAS the 1st party has agreed to supply
_____ (hereinafter referred as goods) out of the
fresh stock to the 2nd party on the following terms and conditions: -

Definitions:

- 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 all of the equipment, machinery, and/or other materials 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 the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) "The Supplier" means the individual agent of firm or firm supplying the Goods and Ancillary Services under this Contract.
- f) "The Project Site," where applicable, means the place or places named in this contract.
- g) "Day" means calendar day.

Terms and conditions:

1. 1st party shall deliver and install the stock at the premises and precincts of KCD, Peshawar. On the CNF basis.
2. The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this agreement. The first party shall include the ancillary services attached with goods.
3. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in contract:

- i. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - ii. Furnishing of tools required for assembly and / or maintenance of the supplied Goods;
 - iii. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - iv. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time indicated in purchase order, provided that this service shall not relieve the first party of any warranty obligations under this Contract; and
 - v. Training of the second party's personnel, at the first party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
5. The firm will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of second party.
 6. The first party warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The first party further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the second party specifications) or from any act or omission of the first party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of second party.
 7. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
 8. The second party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the first party, may terminate this Contract in whole or in part:
 - a. if the first party fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the second party; or
 - b. if the first party fails to perform any other obligation(s) under the Contract.
 - c. if the first party, in the judgment of the second party 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 the procurement process or in contract execution.
9. “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 Borrower, 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 Borrower of the benefits of free and open competition.
 10. In case the firm failed to complete the supply till due date a penalty as per detail below will be charged from the firm.
 - a. Penalty @ 2% for late supply up to 15 days.
 - b. Penalty @ 5% for late supply beyond 15 days. Once the maximum is reached, the second party may consider termination of the contract.

11. The 1st party shall be responsible for the transportation and transportation charges. The 1st party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (imported items) from the date of execution of this agreement or as extended or reduce by the 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of committing a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.
12. The 1st party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the 2nd party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied goods.
13. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, deeds or documents which the 2nd party may in its sole discretion require, the 1st party will do the needful.
14. The 1st party will be furnishing all such information as the 2nd party may at any time or from time to time required relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.
15. The first party shall not, without the prior written consent of second party, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the second party in connection therewith, to any person other than a person employed by the first party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
16. The first party shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
17. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the second party.
18. The 2nd party will be at liberty, at all time and shall have the right to return the goods, provided/delivered by the 1st party with regard to quality quantity, value or otherwise fitness for use. Notwithstanding any contained hereinabove, it is hereby agreed by both parties that the 2nd party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
19. The 1st party shall be bound under this agreement to provide the warranty and services of equipment which must be three years with spare parts from the date of installation and 2 years without spare parts. The 1st party shall be bound to keep available the spare parts for 10 year.

20. The 1st party shall deposit an amount of **Rs. 10%** of the purchase price as service security, which will be refundable after expiry of the period of warranty/ guaranty and services after necessary adjustments.
21. The first party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the first party shall promptly notify the second party in writing of such condition and the cause thereof. Unless otherwise directed by the second party in writing, the first party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
23. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
24. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
25. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
26. The quantity of good shall not exceed the quantity provided in bidding documents, which shall include the tender notices, TORs, BSDs, technical evaluation reports financial evaluation report and minutes of purchase committee.
27. In case the goods not confirmed to quality, quantity and specification as provided in bidding documents the goods shall be return to the suppliers. The supplier shall be liable to fine as mentioned in clause-10 as well as penalty which may extended to 10% of the purchase price.
28. The firm/ supplier carries out all verbal / written orders of KCD regarding all matters, concerning goods in letter & spirit, Willful default shall lead to cancellation of contract a fine which may extended to Rs. 50,000/-.
29. Payment to the supplier shall be on presenting a bill in the shape of summary duly verified by finance department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
30. The goods shall be open to inspection at all times during the contractual period. The inspection of good shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
31. Besides the above conditions the 1st party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute fresh agreement if needed.

32. Any difference or dispute which may arise between the parties of their representative agents regarding right and liabilities of the parties or any other matter relating to this deed may be referred to the **Board Of Governors** and their decision will be final in all respect and the 1st party will not be authorized to sue the 2nd party before any forum, court or tribunal anywhere.

IN WITNESS WHEREOF the parties above named have executed this agreement and have carefully pursued the terms and condition embodied.

Name.....
CNIC No.....
M/S
Address.....

Dean
Medical Teaching institute
Khyber College of Dentistry,
Peshawar

Witness of the first party

Witness of the Second party

Name
CNIC No
Address

Name.....
CNIC No
Address.....