

STANDARD BIDDING DOCUMENTS
FOR
LABORATORY EQUIPMENTS, FURNITURE, FRIDGE,
TV& STRUCTURE
FOR CLINICAL FACILITATION IN IPM&R(INSTITUTE
OF PHYSICAL MEDICINE & REHABILITATION)

SEPTEMBER 2012
KHYBER MEDICAL UNIVERSITY
PESHAWAR,
(KHYBER PAKHTUNKHWA)

TABLE OF CONTENTS

NO. OF SECTION	NAME OF CONTENTS	PAGE NO.
SECTION- I	INVITATION OF BIDS	3
SECTION- II	TERMS & CONDITIONS / INSTRUCTIONS TO BIDDERS	1-2
SECTION- III	LIST OF ITEMS AS PER PC-I	3-7
SECTION -IV	BID SUBMISSION FORM	8-13
SECTION- V	FORM OF AGREEMENT /CONTRACT	14-17
SECTION -VI	DELIVERY TIME	18
SECTION- VII	QUALIFICATION CRITERIA	19
SECTION -VIII	BID EVALUATION CRITERIA	20
SECTION- IX	BID VALIDITY	21

Section – I**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

Section – II **TERMS & CONDITIONS / INSTRUCTIONS TO BIDDERS**

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 for the unit price of the item(including all taxes) 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.

2. 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.

3. 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.

4. No partial payment will be made against partial supply/ delivery.
5. The payment will be released after inspection by KMU Technical / Inspection Committee and satisfactory report submitted by the end user.
6. The supplier shall also be responsible to install and demonstrate the required equipment at the site specified by the authority at his own cost.
7. 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.
8. The black listed suppliers are not eligible to participate in the bidding.
9. All documents relating to the bid and contract shall be in English language.
10. The bidding documents should be signed and stamped by a person duly authorized on behalf of the supplier on every page.
11. The supplier shall produce authorization letter of manufacturers, which will be verified.
12. The supplier belong to the other province will provide the complete address and phone numbers of his branch office at Khyber Pakhtunkhwa.
13. 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.
14. The Purchase Committee reserve the right to increase or decrease the quantities of items of equipment/instruments/machinery
15. In case of supply of defective or used items, the firm will be dealt with as per Government rules and regulations.
16. The successful supplier will have to make an agreement on stamp papers for the supply of the items according to the Contract.

Section – III

Specification

S. No	Item Name	Specification	Quantity
1.	SHORT WAVE DIATHERMY (SWD)	<ul style="list-style-type: none"> • Continuous & Pulsed modes. • High output with 400W in continuous mode. • Max output 1000 W in pulsed mode. • Pulse mode (3) three setting 1/3, 2/3 3/3 pulse/ second. • Pulse repetition rate from 50-800pps. • Capacitative Electrodes rubber pad electrodes & inductive applicators. • Clinical Protocols & Treatment settings. • Protocol slots. 	02
2.	ULTRA SONIC	<ul style="list-style-type: none"> • Clinical protocol. • Interchangeable sound heads. • Patient Data Card. • 1 & 3 MHz ultrasound frequencies. • Pulse & Continuous modes (10%, 20%, 50% & 100%. • Variable Duty cycles (16Hz, 48Hz, & 100Hz,). • BNR 5:1 Max. • Sound Heads in 1cm², 2cm², 5cm², 10cm² sizes. 	01
3.	TRACTION TABLE FOR LUMBER & CERVICAL SPIN UNIT.	<ul style="list-style-type: none"> • Separate timers for pretension, progression, Traction, Intermittent Traction, and Regression. • Variable speed motor for increased flexibility-30%, 50% and 100% speed setting parameters. • Oscillation Mode. • Traction in Static, intermittent or Cycling. • Traction Unit. • Treatment Table • Pressure Biofeedback 	01

		<ul style="list-style-type: none"> • Universal Belt System. 	
4.	STIMULATOR U/S COMBINE UNIT	<ul style="list-style-type: none"> • Different Clinical Waveforms. • 4 independent electrotherapy channels. • High resolution color display screens. • With clinical protocols. • User-defined protocols slots. • Constant current/constant voltage modes. • Surface EMG and EMG plus stim. • 1 & 3 Mhz ultrasound frequencies. • Pulsed continuous Modes (10% 20% 50% & 100%). • Variable duty cycles (16Hz, 48Hz, & 100Hz,). • BNR 1:5 Maximum. • Sound heads in 1cm², 2cm², 5cm², & 10cm² sizes. • Sound head coupling feature with both visual & audio feedback. 	02
5.	HYDROCOLLATOR	<ul style="list-style-type: none"> • fiber glass insulation • Constant temperature of Hot Packs. • Mobile units equipped • Standard size Hot Packs. 	01
6.	TENS	<ul style="list-style-type: none"> • Channel: Dual, isolated • Waveform: Asymmetric biphasic square pulse. • Pulse Amplitude: 0-80 MA. • Channel adjustable. • Pulse width; Adjustable. • Pulse Frequency; adjustable 	02
7.	STATIONARY BYCYCLE	<ul style="list-style-type: none"> • Magnetic resistance. • Monitor racks time speed distance calories pulse. • Multiple seat positions. 	01
8.	TREADMILL	<ul style="list-style-type: none"> • 2.0 Continuous horsepower. Upto 18Km/h. 0-10% power Incline. Hand Pulse Sensors. 140cm x 51cm Running Surface. 135kg weight Capacity 	01
9.	EXAMINATION COACH	<ul style="list-style-type: none"> • 190x60x75 cm 	04

		Wooden Local Made.	
10.	TREATMENT COUCHES	<ul style="list-style-type: none"> • (75" L X 28" W X 71.5" to 38" H) • Adjustable backrest. • Motorized • Lifting Capacity > 200 Kg 	02
11.	STEPS (SMALL)	<ul style="list-style-type: none"> • Local Made. 	01
12.	STEPS WITH RAIL	<ul style="list-style-type: none"> • 138x123x127 cm 	01
13.	PARALLER BAR	<ul style="list-style-type: none"> • L x W x H 12 x 15 "- 28 " x 29 " – 42 " 	01
14.	LONG MIRROR	<ul style="list-style-type: none"> • 168X60 cm 	01
15.	GAIT AIDS i.e CRUTCHES, STICKS, FRAME.	<p>WALKING STICK</p> <ul style="list-style-type: none"> • Weight Capacity; 250 lbs • Dimensions; 29" x 5.5" x 1.5" <p>FRAME</p> <ul style="list-style-type: none"> • Weight 7.5 lbs. • Weight Capacity 300 lbs. • Overall width with Wheel 25" • Wheel size 5" • Hand Inside Hand Grips 18" • Height Adjustable 32" – 39" • Quantity: 2 	02 each
16.	SHOULDER WHEEL	<ul style="list-style-type: none"> • Diameter 37 ½" • Arc of motion range from 10" to 39" 	01
17.	WALL BAR	<ul style="list-style-type: none"> • 90cm wide x 244cm high 	01
18.	QUAD BENCH	<ul style="list-style-type: none"> • Fixing straps • 2 Velcro straps 5x100cm (leg) • 1 Velcro Strap 5x200cm (Chest) • Group of Weight s, Painted Black • 2 units 0.5 kg • 2 units 1 kg • 2 units 2 kg • Optional Accessories • Additional Arm for Quadriceps Bench • QUADRICEP BENCH with 1 arm • Technical Features • Dimension 120 x 88 x 87 cm. 	01

19.	DUMBLES SETS AND WRISTLETS	<ul style="list-style-type: none"> Local made ½ kg, 1 kg, 2 kg, 3 kg, 4 kg, 5 kg, 	01 pair each
20.	SWISS BALL	<ul style="list-style-type: none"> Large , Medium, small 	01 each
21.	THERA BAND	<ul style="list-style-type: none"> Yellow, Red, Blue 	06 pair each
22.	MOBILE TROLLEY FOR EQUIPMENT	<ul style="list-style-type: none"> Local Made 	03
23.	STOOLS	<ul style="list-style-type: none"> Local made Height 65cm 	06
24.	FRIDGE FOR ICE PACKS	<ul style="list-style-type: none"> Medium size 	01
25.	ICE PACKS	<ul style="list-style-type: none"> Hot and cold pack 	01 dozen
26.	TOWELS	<ul style="list-style-type: none"> MEDIUM SIZE 	2 dozen
27.	U/S GEL	<ul style="list-style-type: none"> Ultrasound conductivity gel 	01 large bottle
28.	WOODEN RACKS	<ul style="list-style-type: none"> Wooden Block, 10x6x4cm Wooden Block, 20x10x5 cm Club, Original design Exercise Stick, wood, 100cm Medicine ball, leather, 1,5 kg Medicine ball, leather, 2 kg Medicine ball, leather, 3 kg 	01
29.	TV	<ul style="list-style-type: none"> 21 Inches 	01

Furniture:

S. No	Items	Specification	Qty
1.	Class Room Chairs	<p>Tablet Chairs</p> <p>Structure made of 1"x1" 18-gauge iil-pipe with. Seat & back made of No. 1 best quality foam+fabric. Writing stand shall be made of shisham wood. Shisham wood and the srip of wood shall be sanded and polished.</p>	100
2.	EXECUTIVE OFFICE TABLES	As per Sample	20
3.	REVOLVING OFFICE CHAIRS	As per Sample	20

Structure:

S. No	Items	Specification	Qty
1.	Glass door	Width 4. 11" & width 8.6"	01
2.	Furniture (Chairs) for patient	Easy chair	12
3.	Partitions/Cubical	Length 7" & height 5"	03

Section – IV BID SUBMISSION FORM (Should also be submitted on company letter head too)

To

The Chairman
Purchase Committee
Khyber Medical University
Peshawar

Enclosed please find the offer to execute the contract of supply of **Equipments** for IPM&R, KMU 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 (Including all taxes)
1.	SHORT WAVE DIATHERMY (SWD)	<ul style="list-style-type: none"> • Continuous & Pulsed modes. • High output with 400W in continuous mode. • Max output 1000 W in pulsed mode. • Pulse mode (3) three setting 1/3, 2/3 3/3 pulse/ second. • Pulse repetition rate from 50-800pps. • Capacitative Electrodes rubber pad electrodes & inductive applicators. • Clinical Protocols & Treatment settings. • Protocol slots. 	
2.	ULTRA SONIC	<ul style="list-style-type: none"> • Clinical protocol. • Interchangeable sound heads. • Patient Data Card. • 1 & 3 MHz ultrasound frequencies. • Pulse & Continuous modes (10%, 20%, 50% & 100%. • Variable Duty cycles (16Hz, 48Hz, & 100Hz,). • BNR 5:1 Max. • Sound Heads in 1cm², 2cm², 5cm², 10cm² sizes. 	
3.	TRACTION TABLE FOR LUMBER & CERVICAL SPIN UNIT.	<ul style="list-style-type: none"> • Separate timers for pretension, progression, Traction, Intermittent Traction, and Regression. • Variable speed motor for increased flexibility-30%, 50% and 100% speed setting parameters. • Oscillation Mode. • Traction in Static, intermittent or Cycling. • Traction Unit. • Treatment Table • Pressure Biofeedback • Universal Belt System. 	

4.	STIMULATOR U/S COMBINE UNIT	<ul style="list-style-type: none"> • Different Clinical Waveforms. • 4 independent electrotherapy channels. • High resolution color display screens. • With clinical protocols. • User-defined protocols slots. • Constant current/constant voltage modes. • Surface EMG and EMG plus stim. • 1 & 3 Mhz ultrasound frequencies. • Pulsed continuous Modes (10% 20% 50% & 100%). • Variable duty cycles (16Hz, 48Hz, & 100Hz,). • BNR 1:5 Maximum. • Sound heads in 1cm², 2cm², 5cm², & 10cm² sizes. • Sound head coupling feature with both visual & audio feedback. 	
5.	HYDROCOLLATOR	<ul style="list-style-type: none"> • fiber glass insulation • Constant temperature of Hot Packs. • Mobile units equipped • Standard size Hot Packs. 	
6.	TENS	<ul style="list-style-type: none"> • Channel: Dual, isolated • Waveform: Asymmetric biphasic square pulse. • Pulse Amplitude: 0-80 MA. • Channel adjustable. • Pulse width; Adjustable. • Pulse Frequency; adjustable 	
7.	STATIONARY BYCYCLE	<ul style="list-style-type: none"> • Magnetic resistance. • Monitor racks time speed distance calories pulse. • Multiple seat positions. 	
8.	TREADMILL	<ul style="list-style-type: none"> • 2.0 Continuous horsepower. Upto 18Km/h. 0-10% power Incline. Hand Pulse Sensors. 140cm x 51cm Running Surface. 135kg weight Capacity 	
9.	EXAMINATION COACH	<ul style="list-style-type: none"> • 190x60x75 cm • Wooden Local Made. 	

10.	TREATMENT COUCHES	<ul style="list-style-type: none"> • (75" L X 28" W X 71.5" to 38" H) • Adjustable backrest. • Motorized • Lifting Capacity > 200 Kg 	
11.	STEPS (SMALL)	<ul style="list-style-type: none"> • Local Made. 	
12.	STEPS WITH RAIL	<ul style="list-style-type: none"> • 138x123x127 cm 	
13.	PARALLER BAR	<ul style="list-style-type: none"> • L x W x H 12 x 15 "- 28 " x 29 " – 42 " 	
14.	LONG MIRROR	<ul style="list-style-type: none"> • 168X60 cm 	
15.	GAIT AIDS i.e CRUTCHES, STICKS, FRAME.	<p>WALKING STICK</p> <ul style="list-style-type: none"> • Weight Capacity; 250 lbs • Dimensions; 29" x 5.5" x 1.5" <p>FRAME</p> <ul style="list-style-type: none"> • Weight 7.5 lbs. • Weight Capacity 300 lbs. • Overall width with Wheel 25" • Wheel size 5" • Hand Inside Hand Grips 18" • Height Adjustable 32" – 39" • Quantity: 2 	
16.	SHOULDER WHEEL	<ul style="list-style-type: none"> • Diameter 37 ½" • Arc of motion range from 10" to 39" 	
17.	WALL BAR	<ul style="list-style-type: none"> • 90cm wide x 244cm high 	
18.	QUAD BENCH	<ul style="list-style-type: none"> • Fixing straps • 2 Velcro straps 5x100cm (leg) • 1 Velcro Strap 5x200cm (Chest) • Group of Weight s, Painted Black • 2 units 0.5 kg • 2 units 1 kg • 2 units 2 kg • Optional Accessories • Additional Arm for Quadriceps Bench • QUADRICEP BENCH with 1 arm • Technical Features • Dimension 120 x 88 x 87 cm. 	
19.	DUMBLES SETS AND WRISTLETS	<ul style="list-style-type: none"> • Local made ½ kg, 1 kg, 2 kg, 3 kg, 4 kg, 5 kg, 	

20.	SWISS BALL	<ul style="list-style-type: none"> • Large , Medium, small 	
21.	THERA BAND	<ul style="list-style-type: none"> • Yellow, Red, Blue 	
22.	MOBILE TROLLEY FOR EQUIPMENT	<ul style="list-style-type: none"> • Local Made 	
23.	STOOLS	<ul style="list-style-type: none"> • Local made • Height 65cm 	
24.	FRIDGE FOR ICE PACKS	<ul style="list-style-type: none"> • Medium size 	
25.	ICE PACKS	<ul style="list-style-type: none"> • Hot and cold pack 	
26.	TOWELS	<ul style="list-style-type: none"> • MEDIUM SIZE 	
27.	U/S GEL	<ul style="list-style-type: none"> • Ultrasound conductivity gel 	
28.	WOODEN RACKS	<ul style="list-style-type: none"> • Wooden Block, 10x6x4cm • Wooden Block, 20x10x5 cm • Club, Original design • Exercise Stick, wood, 100cm • Medicine ball, leather, 1,5 kg • Medicine ball, leather, 2 kg • Medicine ball, leather, 3 kg 	
29.	TV	<ul style="list-style-type: none"> • 21 Inches 	

Furniture:

S. No	Items	Specification	Unit Price(Including all taxes)
1.	Class Room Chairs	<p><u>Tablet Chairs</u></p> <p>Structure made of 1"x1" 18-gauge iil-pipe with. Seat & back made of No. 1 best quality foam+fabric. Writing stand shall be made of shisham wood. Shisham wood and the srip of wood shall be sanded and polished.</p>	
2.	EXECUTIVE OFFICE TABLES	As per Sample	
3.	REVOLVING OFFICE CHAIRS	As per Sample	

Structure:

S. No	Item Name	Specification	Unit Price(Including all taxes)
1.	Glass door	Width 4. 11" & width 8.6"	
2.	Furniture (Chairs) for patient	Easy chair	
3.	Partitions/Cubical	Length 7" & height 5"	

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 /Furniture/ 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 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 performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty eight (28) days following the date of completion of the supplier performance obligations under the contract including any warranty obligations.
7. The Supplier is responsible for all taxes according to the laws of the Islamic Republic of Pakistan and Khyber Pakhtunkhwa Province.
8. 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).

9. Warranty:

- 9.1 The Supplier warrants that all the goods are new, unused and of the most recent or current models and that they incorporate all recent improvements in design and materials.
- 9.2 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.
- 9.3 The warranty shall remain valid for twelve (12) months after the goods have been delivered to and accepted by the Purchaser.
- 9.4 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.
- 9.5 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.
- 9.6 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.
10. 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 KMU. The supplier shall provide all

reasonable assistance, including access to drawings and production data, at no charge to the Purchaser.

11. 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.

12. **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

Party – 2 (The Supplier)

(Chairman Purchase Committee)

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: _____

Section – VI

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)

Section – VIII

BIDS EVALUATION CRITERIA

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.

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