



**Bacha Khan Medical Complex (BKMC)
Medical Teaching Institution (MTI)
Swabi**

Contact No: 0938-280214

**BID SOLICITATION DOCUMENTS
FOR
Dental Equipment's (Leftover Items)
2024-25**

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.

**Manager Material Management
BKMC/GKMC**

**Bio Medical Engineer
BKMC/GKMC**

**HOD Dental
BKMC/GKMC**

**Hospital Director
BKMC-MTI, Swabi**

1. INTRODUCTION:

Bacha Khan Medical Complex / Gajju Khan Medical College Medical Teaching Institution (BKMC/GKMC-MTI) Swabi invites item wise sealed bids from the Manufacturer/Importer/Authorized Dealers for the procurement of **“Dental Equipment’s (Leftover Items)”** for Hospital Open 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. The technical bids will be opened on 12-06-2025 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.
4. 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.
5. Pre-bid meeting with the interested bidders was held on 02-06-2025 in MMD Office of the Institution.
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. All prices should quote in FOR and CNF 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 are 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 hospital 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 BKMC/GKMC-MTI Swabi 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. BKMC/GKMC-MTI Swabi 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. BKMC/GKMC-MTI Swabi may increase or decrease the quantity of the equipment's required, as per KPPRA rules.
- 4. At any time prior to the deadline for submission of bids, BKMC/GKMC-MTI Swabi 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. BKMC/GKMC-MTI Swabi 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.

INVITATION FOR BIDS
Bacha Khan Medical Complex
Medical Teaching Institute

Swabi
Phone: 0928-280214

INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Bacha khan medical complex Swabi** invites sealed bids from Manufacturer/Importers/Authorized Distributors under National Competitive Bidding for the procurement of **“Dental Equipment’s (Leftover Items)”** for Hospital, under rule 6(2)(b) **“Single stage Two envelope procedure”** of KPPRA Rules 2014, from Manufacturer/Importer/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 Hospital Director BKMC-MTI Swabi. Pre-bid meeting with the interested bidders will be held on 02-06-2025 at Materials Management Department of the institution.

The tenders complete in all respect must reach the undersigned by 12-06-2025, at 11:00 which will be opened at 11:30 AM on the same day in the office of the Hospital Director 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 “Hospital Director BKMC-MTI Swabi”
- 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
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, BKMC/GKMC-MTI Swabi 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 BKMC/GKMC- MTI Swabi.

Procedure for blacklisting and debarment

1. Competent authority of Bacha Khan Medical Complex -MTI Swabi 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-pa rte. 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.

8. STATEMENT OF REQUIREMENT WITH SPECIFICATION

S #	Item Name	QTY	Specification
01	Surgical Drill Machine	01	Gear Ratio 20:1 Reduction Water Spray External and Internal Cooling (Kirschner and Meyer) Body Material Titanium Body Coating DURACOAT Max Speed 2,000 min-1 Max Torque 80 Ncm
02	Endo motor (Rotary plus reciprocating)	01	Torque range 0.6 - 4.0 Ncm in continuous rotation Speed range 250 - 1200 rpm in continuous rotation Multiple angle available for clockwise and counterclockwise reciprocation with auto reverse and apex locator. Rated input DC 18 V 0.5 A. minimal Charging time with long working time. Consists of an Endo motor Handpiece, endo motor Control unit, Contra-Angle Attachment, endo motor AC adapter.
03	Apex locator	01	Apex Locator for Canal Length Measurement Should have Documented / Published Accuracy of above 95% Measurement through Ratio Technique Accuracy of Measurement should not be affected by Presence or Absence of Blood / Other Discharge, Electrolytes, Saline, Tap Water, Hydrogen Peroxide No Zero-Adjustment should be required Before Measuring Individual Canals Apex Locator should Calibrate itself Automatically There should be no effect of Temperature & Moisture on Auto Calibration There should be a Large Color Liquid Crystal Display for Easy Reading There should be Live Indicator Bar showing File Position in the canal There should be Live Indicator Bar Canal Length Possibility of Adjusting Apical Line between 0.1 mm to 1 mm There should be at least two memories for Setting Apical Line Green Indicator Bars should Illuminate when the File Approaches Apical Constriction Battery Status should be shown on the Screen The Apex Locator Should Beep as the File Approaches the Apex Beep Should Convert into Continuous Sound as the File Touches the Apical Line. The sound of the Beep can be adjusted Consists of a Probe cord, files electrodes, contrary electrodes, and a function tester. It should operate on AA Batteries

04	Ultrasonic Scalar Unit Detachable Imported	03	Classification: Class II with transformer, applied part type B, IP 40 unit, IP 20 Transformer, IP x 1 foot pedal. Mode: Continuous Operation. Power Supply: external Voltage: 100 – 120V AC, 220-240V AC. Unit: 20-25AC. Main frequency: 50/60Hz. Power consumption: 20 – 30 VA. Water supply: 1.0 to 5.0 bar (100 to 500 kPa). Maximum output: 8 watts. Frequency range: 25 – 32kHz. Weight: approx.: 0.550 to 1 kg. Operating conditions: +10o C to + 40 o C. 30% to 75 75 % relative humidity. ISO/CE approved
05	Centrifuge for separation of platelet-rich fibrin.	01	1 new centrifuge DUO, 1 PRF box, 1 polyester i box, All PRF instruments, 100 A-PRF tubes 10ml, 24 I-PRF Tubes 10ml, blood collectors (24), 1 Tourniquet, 2 Angulations 70 Degree, RPM 1300-2500, 210-230 V.
06	Dental loupes with headbands	02	Magnification power: 2.5x up to 4x Working length: 340mm-420mm Option for attached headbands Adjustable to the operator Focal length suitable for endodontic work magnification DL-DM-HB
07	Water Filter (RO)	01	Easy-to-use system Uses 5"x5" resin sheets Available in 110 Volt and 220 Volt Machine weight: 20-30 lbs. Machine size: 14 -15" x 8 -10" x 10-12" Symmetrical heating system Lightweight, rust-free aluminum frame
08	Computer System (Heavy duty) compatible with Dental Scanner	02	13th Generation or above Processor Type Intel® Core™ i7-1255u Processor Processor Speed 3.50 GHz Turbo Boost up to 4.70 GHz, 12MB Intel Smart Cache RAM 8 GB Installed RAM 16 GB DDR4-3200 MHz RAM (1 x 8 GB) Hard drive size - 1 TB Optical Drive - Yes Keyboard & Mouse Yes Graphics processor Intel® Iris® Xe Graphics SSD 512 GB SSD With Printers and UPS
09	Vacuum former Imported / Thermo Forming Machine	01	Easy-to-use system Uses 5"x5" resin sheets Available in 110 Volt and 220 Volt Machine weight: 20-30 lbs. Machine size: 14 -15" x 8 -10" x 10-12" Symmetrical heating system Lightweight, rust-free aluminum frame

9. EVALUATION CRITERIA

S #	Parameters	Sub-parameters	Total Marks: 45
	Product Evaluation		
	Conformance Specifications		
1	Compliance to Purchaser's Specifications		25
		Fully compliance with the required specifications as per statement of Requirement (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. However, up to four marks will be deducted	25
	Special features		1
		Any special features which may enhance the intended performance of the equipment	1
3	Product Certification		9
	USFDA	US Food and Drug Administration (FDA) 510K	3
	CE(MDD)	European Community (CE) MDD	3
	JIS	Japan Industrial Standard (JIS)/MHLW	3
	Out of Three above certificate at least one is mandatory		
	Performance Specifications		
4	Product's Global Performance Certificates		03
		<ul style="list-style-type: none"> Valid ISO 9001 Quality Management Certificate Valid ISO 13485 Quality management certificate Certificate of Origin of Equipment on letter head of the manufacturer. 	1 1 1
5	Local Performance Certificates of Firm & Product		7

	Firm Performance Certificate	Satisfactory Performance Certificate of the firm from Government / Private Hospital. Each carry one mark.	4
	Product Performance Certificate	Satisfactory performance certificate for at least the previous provided model of equipment from the medical institution of Pakistan (Supply order /Purchase order will not be considered as a per performance certificate). Each carry one mark.	3
	Firm Evaluation		Total Marks: 25
6	Legal Requirement		5
		Manufacturer Authorization Certificate, or Partnership Deed with manufacturer	Mandatory
		Firm Experience above 5 years (FBR/Income tax Registration should be attached).	2
		Most Recent Audit Report duly signed by external Auditor (from chartered accountant)	1
		Sales Tax Registration from FBR, Islamabad	1
		IT-1 or IT-2 Form showing net annual sales	1
7	Technical Staff		4
		Simple Technician	1
		Diploma Engineer	1
		Graduate Engineers.	1
		MS qualification	1
8	Networking and Training		4
	Supplier's office for maintenance and 24/7 support	Availability of workshop in Peshawar	2
		Availability of workshop at National level	1
		Certificate to the affect that the firm will provide training in the use of equipment to the relevant technical staff. Training plan must be attached with certificate	1
9	Testing & Calibration Equipment		2
		List of tools , testing equipment and calibration	1

		equipment relevant to the product	
		Spare Parts readily availability (Inventory list)	1
10	Warranty Period Extension		6
		Warranty Period Three years with parts and services from the date of installation. Warranty must be from original manufacturer.	4
		The firm offering greater period will get the additional marks.	2
11	Post warranty Maintenance Services		4
		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. The rates must come from the original manufacturer. (Five years Post Maintenance Warranty will be started after completion of standard warranty of the equipment).	4

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: 30
	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 x 0.30	30

Total Marks (Technical Criteria + Financial Criteria): 100

The bidders achieving a minimum of **49** marks (i.e., 70%) out of **70** marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **30** marks, the two scores will be combined to identify the highest ranking firm.

Merit Point Evaluation Methodology: Contract will be awarded to the lowest evaluated responsive firm which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services, provision of training on equipment and post-warranty services etc. The following weightages will be given to the technical and financial scores:

Technical Score: 70

Financial Score: 30

10. 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 05 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.

11. AWARD OF CONTRACT:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the BKMC/GKMC-MTI Swabi.

12. 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.

13. 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 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 / / 202__ for the fiscal year 2024-2025 between M/s: _____. Address referred as **1st Party**, which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, successors and assigns).

And

The Bacha Khan Medical Complex / Gajju Khan Medical College-MTI, Swabi, **through its Hospital Director** (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 of Dental Equipment's (Leftover Items) (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 Bacha Khan Medical Complex / Gajju Khan Medical College-MTI, Swabi on C&F and FOR basis.
2. The specification, quality, quantity of goods shall be in conformity to purchase order/submitted bid, 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. Four weeks of local Training of the second party's personnel on-site. The 1st party will also arrange two visits of Application Specialists for second party's personnel training on site.
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.

“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.

9. The firm will be liable to complete the supply within stipulated time limit i.e. 90 days after the confirmation of LC from Manufacturer
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.
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) or as extended 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 commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law.
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.
19. The 1st party shall be bound under this agreement to provide the warranty and services of equipment which must be five years with spare parts including tube and detector from the date of installation. The 1st party shall be bound to keep available the spare parts for 10 years.
20. The post-warranty of the Dental Equipment's after the completion of standard warranty will be 6.95% per annum of ordered amount.
21. The 1st party shall deposit an amount of **Rs. 10%** of the purchase price as performance security, which will be refundable after expiry of the period of warranty/guaranty and services.
22. 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 its 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.
23. 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.
24. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
25. 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.
26. 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, BME or end using department.
27. 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.
28. 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 WITNESS WHEREOF the parties above named have executed this agreement and have carefully pursued the terms and condition embodied.

Signature:
Hospital Director BKMC-MTI
Swabi, KPK.

Signature:
M/s XYZ
Name:
Designation:
CNIC No.
Stamp:

WITNESS NO. 1
Signature:
Name:
Designation:
CNIC No.

WITNESS NO. 2
Signature:
Name:
Father's Name:
Address:
CNIC No.