

Standard Bidding Documents  
For  
Procurement of chemical/equipment's in the project  
titled:  
“Diagnostic Prognostic and Predictive Biomarkers for  
Oral Squamous Cell Carcinoma”

JULY 2022  
KHYBER MEDICAL UNIVERSITY  
PESHAWAR,  
(KHYBER PAKHTUNKHWA)

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**Khyber Medical University Peshawar**

COMMITTED TO EXCELLENCE IN ACADEMICS & RESEARCH

**TENDER ADVERTISEMENT**

The employer /purchaser Khyber medical university (KMU), Peshawar invites sealed bids for medical reagent/equipment and chemical from the manufacturers/importers/authorized dealers/Sub dealers duly registered with the sale tax, income who are on (**ACTIVE TAX PAYER LIST OF FBR**).

S. No	Description of Items	Method of Procurement Procedure
1.	Diagnostic prognostic and predictive biomarkers for oral squamous cell carcinoma	Single stage two envelopes
<ul style="list-style-type: none"><li>❖ The bidding documents including quantity, specification and detailed terms and conditions are available free of cost and may be downloaded from Khyber Medical University, Peshawar ORIC website <a href="http://www.oric.kmu.edu.pk">www.oric.kmu.edu.pk</a>.</li><li>❖ The bid may be dropped in tender box placed in the KMU Administration Block, Peshawar positively by <b>26/07/2022 (10:00Hours)</b></li><li>❖ Bids will be opened at the office of Chairman Purchase Committee, KMU on 26/07/2022 at 11:30AM by the Purchase Committee in the presence of bidders or their representatives.</li><li>❖ Taxes will be deducted as per government rules.</li></ul>		
<p><b>Director ORIC(Admin Block)</b> Khyber Medical University, Peshawar Phase-V, Hayatabad Peshawar, <a href="http://www.oric.kmu.edu.pk">www.oric.kmu.edu.pk</a> Phone: 091-9217258</p>		

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

### 1) Bidding Process:

Authorized dealers / Manufacturers / sub dealers shall be selected through an open competitive bidding process by single stage two envelopes procedure in accordance with Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) rules.

### 2) Eligibility Criteria:

Bidders must give compliance to the below mentioned clauses as these are mandatory to be eligible for the bidding process.

- a. Authorized dealers / Manufacturers / sub dealers must be registered with Income Tax, Sales Tax, having NTN and being reflected as active taxpayer on the list of FBR. Relevant certificates must be attached.
- b. The bidder shall provide an undertaking that the organization has not been declared as a black listed Authorized dealers / Manufacturers / sub dealers by any Governmental / Semi-Governmental institutions.

### 3) General Conditions:

- a. Sealed Envelope containing two envelopes clearly marked “Technical Proposal” and the other “Financial Proposal” must reach the Tender Box before the due date and time mentioned in tender. 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 premature opening of bid
- b. All prices quoted must be mentioned in Pak Rupees (PKR) and must be inclusive of all applicable taxes. 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..
- c. KMU may increase or decrease quantities of items as per KPPRA rules.
- d. If the successful bidder fails to supply the specified items within the stipulated

period, KMU reserves the right to award supply order to the 2<sup>nd</sup> (second) lowest bidder and forfeit bid security of the first lowest bidder.

- e. The payment will be released after inspection by KMU Technical / Inspection Committee and satisfactory report submitted by the end user. If any item is rejected by KMU Technical/Inspection Committee, the supplier will be bound to replace it within 03 days at his own risk and cost.
- f. A Call Deposit/Banker's Cheque /Pay Order equal to 2 % of the quoted value must accompany the bid otherwise bid will be considered as nonresponsive. The Call Deposit /Banker's cheque/pay order should be in favor of the Treasurer, Khyber Medical University, Peshawar. The Call Deposit amount should be deposited on formula as Unit price x qty required= b \* 2 %. Cheques and insurance guarantees 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. Each page of the bidding documents must be signed and stamped before submission to Khyber Medical University.
- g. Bid Security of bidders who do not technically qualify shall be returned without opening of their financial bid.
- h. Copies of registration with income tax, sales tax and clearance of Excise & Taxation department of Khyber Pakhtunkhwa. Income Tax, General Sales Tax and stamp duty will be deducted from the supplier as per government rules.
- i. Security @10% of the total bill of each will be deducted from the supplier at the time of payment. The 50% of retained security amount will be release after 06 month on receipt of satisfactory report from end user and remaining 50% after 01 year of supplies.
- j. 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.
- k. In case of fraudulent practice by the supplier, strict action will be taken against the supplier i.e. forfeit of security and call deposit amount and penalty.
- l. No partial payment will be made against partial supply/ delivery.
- m. The successful supplier will have to make an agreement on stamp papers for the supply of the items according to the Contract.

Item	Specification	Qty
Tissue Embedding & Cooling System	70°C is set as the paraffin-heating temperature based on the latest internationally accepted principles indicating that tissue embedded in paraffin might be damaged due to excessive shrinkage of paraffin blocks when heating temperature is above 70°C <input type="checkbox"/> Paraffin Chamber Capacity: 3 liter <input type="checkbox"/> Temperature Range of Forceps Wells: 55 – 70°C <input type="checkbox"/> Temperature Range of Paraffin-melting Chamber: 55 – 70°C <input type="checkbox"/> Temperature Range of Thermal Storage Compartments: 55 – 70°C <input type="checkbox"/> Temperature Range of Heated Working Areas: 55 – 70°C <input type="checkbox"/> Temperature Range of Paraffin dispenser: 55 – 70°C <input type="checkbox"/> Temperature Control Precision: ±1% <input type="checkbox"/> Paraffin Flow Control: Paraffin flow control via finger touch plate and optional foot pedal <input type="checkbox"/> Fully programmable ON/OFF control allows automatic system start and stop anytime weekly <input type="checkbox"/> Working Temperature of Cryo-Module: ≤ -20°C <input type="checkbox"/> Working Voltage: AC 220V±10% 50Hz (standard model); AC110V±10% 60Hz <input type="checkbox"/> Power: 650W (KD-BM), 300W (KD-BL) <input type="checkbox"/> Dimensions: 525×550×385 mm (W×D×H) (KD-BM) 590×345×385 mm (W×D×H), (KD-BL) <input type="checkbox"/> Net weight: 26kg (KD-BM); 26kg (KD-BL)	01

**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 Chemical and equipment 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. we are bound to make supply during the stipulated time of supply order at the rate approved.

1. Name of Supplier: \_\_\_\_\_  
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**

<b>S. NO</b>	<b>Description of Items</b>	<b>Unit Price (Inclusive of all taxes)</b>
<b>1.</b>		

**Section – V**

**FORM OF CONTRACT AGREEMENT**

This agreement made on this day \_\_\_\_\_ of \_\_\_\_\_ 2021 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 purchase of chemical/equipment's viz \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those equipment's/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 (Supply Order)



- 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 for Local Items and 90 days for Imported Items of the receipt of supply order. In case of delay in supply within stipulated time the penalty @ 2% per week for first 15 days will be imposed and @ 4% per week onward for 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 equipment's at the Site of installation at their own cost. However, the pre-requisite for the installation will be provided by the University.
  5. Strict action will be taken against the supplier in case of any fraudulent practice by the supplier.
  6. 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.
  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 good 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 change 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.

**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)**

(P-I)

\_\_\_\_\_

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 the receipt of supply order for local items and 90 days for imported items. In case of delay in supply within stipulated time, penalty @ 1% per 15 days will be imposed for first 30 days and thereafter 2% per 15 days in the subsequent period.

**Section – VII**

**BIDS EVALUATION CRITERIA**

The bids / proposals will be evaluated on the basis of technical proposal and financial proposal and will selected best lowest evaluated bidders on quality and cost method. A proposal shall be rejected during the technical evaluation if the bid does not fulfill the minimum specified requirements.

## **Section – VIII**

## **BID VALIDITY**

The price bid will remain valid up to 06 months