



**PESHAWAR INSTITUTE OF CARDIOLOGY  
(MTI)  
BID SOLICITATION DOCUMENTS  
FOR  
SELECTION & RATE CONTRACTING OF  
CHEST/PULMONOLOGY/DIALYSIS AND MISCELLANEOUS DISPOSABLE  
FOR THE YEAR 2021-22  
PIC-028  
After Pre Bid**

**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.

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## 1. INTRODUCTION:

Peshawar Institution of Cardiology-MTI invites item wise sealed bids from **Importers/Manufactures** only for procurement of **Chest/Pulmonology/Dialysis and Miscellaneous Disposable** for Hospital through Open Competitive Bidding under rule 6(2) (a) “**Single Stage Single Envelope**” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<b>Description</b>	<b>Dates</b>
<b>Pre-bid meeting</b>	<b>8<sup>th</sup> April, 2021 at 10: 00 am</b>
<b>Last Date &amp; Time of Bid submission</b>	<b>21<sup>st</sup> April, 2021 11:00 hours</b>
<b>Bid Opening Date &amp; Time</b>	<b>21<sup>st</sup> April, 2021 11:30 Hours</b>
<b>Bid security Amount</b>	<b>Rs. 50,000/-</b>
<b>Validity of Prices</b>	<b>Till 30.06.2022</b>
<b>Tender Process</b>	<b>Single Stage Single Envelope</b>

## 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. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
3. 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.
4. The bid should be complete in all respect and must be signed by the bidder.
5. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. PIC Peshawar is exempted from GST.
6. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
7. 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.
8. 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.
9. 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/optional i.e. advance payment, or currency fluctuations etc.
  - f. The offer is from blacklisted firm in any Federal / Provincial Govt. dept.
  - g. Hand written bids shall NOT be accepted; it must be typed.
  - h. 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. Optional or double rates for single item is not allowed.
10. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
  11. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
  12. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
  13. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
  14. 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 PIC Peshawar's future bids.

### **3. ELIGIBLE BIDDERS:**

- a. Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- b. The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN and KPK Professional tax.
- c. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- d. 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) KPPRA Rules 2014.

### **4. GENERAL CONDITIONS:**

1. PIC 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. At any time prior to the deadline for submission of bids, PIC-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.
3. 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.
4. PIC-MTI Peshawar may accept or reject any or all of the bids under KPPRA Rules, 2014.
5. Non-Provision of mandatory documents mention in these SBDs shall lead to disqualification of

- the firm / quoted items.
6. Bid document and required documents must be submitted in Hard Tap binding, Bids in the Clip or box file will not be allowed.
  7. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
  8. The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services, documents mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or rent agreement.
  9. The Bid security shall be shall be from bank account of the bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in bid rejection.
  10. The Unit price quoted by the bidder shall be **inclusive** of all applicable duties and taxes. All prices shall include relevant taxes & duties, where applicable. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
  11. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
  12. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
  13. Rates will be valid till 30<sup>th</sup> June, 2022.
  14. The schedule for supply of goods shall be 30 days from the date of issuance of supply order by the Purchasing Agency.
  15. The Penalty on late supply of goods shall be charged as under
    - i. Penalty @ 2% for late supply up to 15 days.
    - ii. Penalty @ 5% for late supply beyond 15 days

## **5. INVITATION FOR BIDS**

Hospital Director, **Peshawar Institution of Cardiology-MTI** invites sealed tenders on National Competitive Bidding for the procurement of Chest/Pulmonology/Dialysis and Miscellaneous Disposable for Hospital, under rule 6(2)(a) ***“single stage Single envelope procedure”*** of KPPRA Rules 2014, from registered **Importers/Manufactures** with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security @ PKR. **50,000/-** (For Chest/Pulmonology/Dialysis & Miscellaneous Disposable) in the name of Hospital Director PIC Peshawar. Pre-bid meeting with the interested bidders will be held on 08-04-2021 at 10:00 hrs at the address given below.

The tenders complete in all respect must reach the undersigned by 11:00 hrs. on 21-04-2021, which will be opened at 11:30 hrs. on the same day in conference room of the Material Management Department 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.

## **6. BID SECURITY**

Bid security @ PKR. **50,000/-** (For Chest/Pulmonology/Dialysis & Miscellaneous Disposable) in favor of "Hospital Director PIC Hospital" should be kept sealed in the financial proposal.

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.

## **7. BID VALIDITY:**

- i) The bids should be valid for 90 days for completion of its evaluation, however after finalization, its prices must be valid till 30<sup>th</sup> June, 2022.
- ii) In exceptional circumstances, PIC Hospital 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.

## 8. STATEMENT OF REQUIREMENT WITH SPECIFICATION

### Please Note:

1. Sample will be called at the time of selection if required.

S.No	Chest/Pulmonology/Dialysis & Miscellaneous Disposable
1	Nebulizer kit (Mask, Tubing, Pot)
2	Mouth piece (Bite guard) (MA-654)
3	Sterilization solution (Korsolex Basic)
4	permanent dialysis catheter size 24 cm /28cm
5	Transparent Post OP Dressing All Sizes
6	Abram pleural biopsies (UK MADE)
7	Chest drains. With Trocar 12-30 /pigtailed, size 7-124
8	Stiches non absorbable
9	Under water seal
10	Medical needle holder
11	Eye sheet
12	Eye sheet 40/40 large hole
13	Draw sheet 40/ 40
14	Surgical blade (USA/Japan/Germany)
15	Hollow Fiber Dialyzer with Tubing Adult All Sizes
16	Hollow Fiber Dialyzer with Tubing Peads all sizes.
17	Part A Solution
18	AV Fistula Needles 16G & 17G (Arterial with hole + Venous).
19	Disinfection Solution 05 Litre (Citroseril)



20	BiBag 60g
21	Diasafe Plus Filter
22	Hypo (4 Litres)
23	RO Filter All Sizes.
24	Clear Surf
25	Lumbar Puncture needles 25 G
26	Monoptoy Gun 4 ½" X 6"
27	Coronary probe all sizes
28	silk ties (tie gun will provided by the successful bidder)
29	3/0 Gortex Suture with Pledgeted
30	Prolene 4/0 on SH needle
31	Prolene 2/0 V5 taper cut
32	sealants Coseal
33	sealants Tisseal
34	sealants Evicel
35	redivac drain
36	Ortho gloves
37	Line locking solution
38	Erythrocyte stimulating agent
39	Double lumen catheter for paedts patients

## **9. BLACKLISTMENT 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;

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

### **Conditions for debarment of Defaulted Bidder/Contractor**

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

### **Procedure for blacklisting and debarment**

1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
2. The show because 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 PKPRA 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.

#### **10. REDRESSING OF GRIEVANCES**

- a. 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.
- b. 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.
- c. 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.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. 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 PIC Peshawar.

#### **12. PAYMENT:**

- a. No advance payment will be permissible.
- b. The payment will be made within 60 days after successful supply, installation/inspection and test run of all requisite items.

**Bid Form/Price Breakdown Schedule**  
Please Note: **Bids must be quoted on below format.**

S.No	Chest/Pulmonology/Dialysis & Miscellaneous Disposable	Brand Name	Unit Price
1			
2			
3			
4			
5			

## **AGREEMENT DEED**

### **FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT**

**(For Chest/Pulmonology/Dialysis & Miscellaneous Disposables)**

**THIS AGREEMENT DEED** is made on this day of *(Insert Current Date & Month)* in the year 2021 by and between;

**Peshawar Institute of Cardiology, Medical Teaching Institute, Peshawar**

situated at Phase-V, Hayatabad, Peshawar

through its Hospital Director

(hereinafter referred to as **‘First Party’** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

M/s *[insert the Name of the Firm]*

(hereinafter referred to as **‘Second Party’** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(both the above hereinafter collectively referred to as **‘Parties’**)

**WHEREAS** the Second Party has agreed to supply **Chest/Pulmonology/Dialysis & Miscellaneous Disposable / Medical Gas Plant (Consumables) PIC-028** (hereinafter referred as ‘Goods’) out of the fresh stock to the First Party on the following terms and conditions:

#### **DEFINITIONS:**

- a. **‘Consideration’** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. **‘Equipment’** means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. **‘Services’** means those services ancillary to the supply of the Equipment, 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 Second Party.

- d. **‘Project Site’** where applicable, means the place or places named in this Agreement Deed.
- e. **‘Day’** means a calendar day.
- f. **‘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.
- g. **‘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.
- h. **‘Force Majeure’** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

### **TERMS AND CONDITIONS:**

1. Second Party shall supply the ordered goods to the First Party exactly at the address of the official premises as given in the supply order issued to the former.
2. The Second Party shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the First Party including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
3. The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
4. All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).
5. First Party shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of medical devices, surgical disposables and non-drug items through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:
  - a. The supplied medical devices, surgical disposables, etc. declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by Second Party at no cost to the First Party, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the Second Party and / or his focal person. First Party shall arrange to obtain sample/s of the replaced goods as in clause-5 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and

- b. In case of non-supply or delayed supply of replacement items as in clause 5 (a), the Supplier shall be liable for penalties as in clause 15 of this contract agreement; and
  - c. All the contravened stock of medical devices, surgical disposables and non-drug items, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and
  - d. The supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and
  - e. In case the destruction of the seized stock, as in clause 5 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and
  - f. any of the item/s, as in clause-5 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.
6. Second Party shall supply the freshly manufactured goods having maximum possible long expiry dates to the First Party. All the goods supplied shall conform to specifications mentioned in Purchase orders, and to supply freshly manufactured goods to the First Party with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the Second Party for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or importer or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).
  7. First Party shall recommend to the First Party for taking legal / lawful action against the Second Party regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Second party, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The First Party shall take lawful / legal action against the Second Party in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.
  8. The Second Party agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to First Party under this contract agreement:
    - a. Each item shall be supplied to First Party in the packing and packaging unit as approved and registered by the DRAP. The Second Party shall supply all the unit items bearing the words "PROPERTY OF PIC-MTI, NOT FOR SALE" in block letters and clearly visible manner with indelible ink on the label, outer packing of each individual unit item as well as on its outer carton/s.
    - b. The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.
    - c. The goods shall be packed and transported to the First Party in accordance with the provisions contained in the Standard Bidding Documents.

9. The Procuring entity / purchasing entity or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, Godowns, laboratories etc. at any time during the financial year 2021-22 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the First Party shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.

**10. RATE VALIDITY:**

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 30<sup>th</sup> June 2022.

11. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. **50,000/-** received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.

**12. WARRANTY:**

- a. For Drugs items the supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, to the Procuring / purchasing entity for each item supplied in response to supply orders.
- b. For Non-Drugs Items the supplier shall provide warranty to the First Party in accordance with Special Conditions of Contract as provided in the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.

**13. PAYMENT SCHEDULE:**

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Second Party to the First Party immediately after complete supply of stock. The Second Party shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

**14. FORCE MAJEURE:**

- a. In case of the situation related to Force Majeure, the Second Party may inform the Second Party in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the First Party for the grant of extension in the supply period.
- b. First Party in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Second Party, may extend the period of supply of goods up to a maximum of not more than thirty days.

**15. PENALTIES:**

- a. The supply of the ordered goods under this agreement shall be completed by the Second Party within thirty (30) days after the receipt of supply orders from the First Party except in situation/s covered under



clause 14 above. In case of delay in supplies reaching to the First Party, the following penalties shall be imposed by the First Party entity upon the Second Party:

- i. Upon delay in supply from thirty-one to forty-five (31 to 45) days, a lump sum penalty amounting to two per cent (02%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party irrespective of the number of items supplied late.
- ii. Upon delay in supply from forty-six days up to sixty (46 to 60) days, in instead of two per cent (02%) as in clause 14(a)(i) above, a lump sum total penalty amounting to Five per cent (05%) of the total amount of the supply order for total number of items ordered in the same supply order issued to the Second Party, shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the First Party, irrespective of the number of items supplied late.
- iii. After the expiry of the extended periods as in clause 14(a)(i)&(ii) above, the order shall stand cancelled to the extent of non-supplied items, and First Party shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
  1. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the Government of Khyber Pakhtunkhwa through PIC-MTI or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and / or
  2. Forfeiting the earnest money and performance guarantee of the Second Party related to this contract agreement; and / or
  3. Initiating the process for and recommending for blacklisting of the Second Party with the Agencies as in clause 14(a)(iii)(1) above; and
  4. Proceeding for de-registration of item and / or the winning bidder by the DRAP as well as further judicial proceedings, if the situation so warrants in the opinion of First Party.

b. The Second Party agrees to the effect that notwithstanding the provisions in this contract elsewhere and / or in the clause-15 (iii) (1) of this contract agreement and in addition to the provisions contained in and the implications arising thereof from any action taken under clause-15 (iii) (1), he/she shall be liable to be proceeded against under clause-15(a)(iii) also.

c. In case, if the Second Party failed to supply the goods within 60 days, the hospital will arrange the supply of requisite from alternate suppliers at the risk and loss of the Second Party.

16. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.

17. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.

18. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
19. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.