



**PESHAWAR INSTITUTE OF CARDIOLOGY  
(MTI)  
BID SOLICITATION DOCUMENTS  
FOR  
SELECTION & RATE CONTRACTING OF PATHOLOGY LAB  
ITEMS/DISPOSABLES FOR THE YEAR 2021-22  
PIC-038**

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

## TABLE OF CONTENTS

S #	Contents
1.	Introduction
2.	Instruction To Bidders
3.	Eligible Bidders
4.	General Conditions
5.	Invitation For Bids
6.	Bid Security
7.	Bid Validity
8.	Statement of Requirement with Specification
9.	Blacklistment of Defaulted Bidder/Contractor
10.	Redressing of Grievances
11.	Award of Contract
12.	Payment
13.	Term & Conditions

## 1. INTRODUCTION:

Peshawar Institution of Cardiology-MTI invites. Item wise sealed bids from the eligible bidders (General Order Suppliers) for procurement of **PATHOLOGY LAB ITEMS/DISPOSABLES**. items for Hospital 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>10 Aug 2021 at 10:00 am</b>
<b>Closing/Last submission/Opening</b>	<b>24-August-2021 11:00 hours &amp; 11:30 Hours</b>
<b>Bid security</b>	<b>Rs. 300,000/-</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 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. In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
12. Different models/ prices offered for a single item by the same bidder shall be considered as alternate bid and shall be non-responsive.
13. All reservations in SBDs shall be submitted in writing in the pre-bid meeting by authorized person/representative of the firm.
14. Rates will be valid till 30 June 2022.
15. The schedule for supply of goods shall be as under:
  - i. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported.
  - ii. Within 60 days from the date of issuance of supply order by the Purchasing Agency for items to be locally manufactured.
  - iii. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
16. 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

**Peshawar Institute of cardiology  
Medical Teaching institute  
Peshawar**

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**5. INVITATION FOR BIDS**

Hospital Director, **Peshawar Institution of Cardiology-MTI** invites sealed tenders on National Competitive Bidding for the procurement of **PATHOLOGY LAB ITEMS/DISPOSABLES**. items for Hospital, under rule 6(2)(a) ***“single stage Single envelope procedure”*** of KPPRA Rules 2014, from reputed firms registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit **bid security @ 300,000/-** in the name of Hospital Director PIC Peshawar. An affidavit is mandatory, without indicating the figure in the technical bid that bid security is placed in the financial bid. Pre-bid meeting with the interested bidders will be held on **10-08-2021 at 10:00 hrs** at the address given below.

The tenders complete in all respect must reach the undersigned by **11:00 hrs. on 24-08-2021, which will be opened at 11:30 hrs.** on the same day in conference room of the Complex 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 @ 300,000/- in favor of “Hospital Director PIC Hospital”**

Bid security of the successful bidder will be released after submission of Performance Guarantee.

The bid security may be forfeited:

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

## **7. BID VALIDITY:**

- i) The bids should be valid for a period of 120 days.
- 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.

**LIST OF BLOOD BANK /LAB REAGENTS/PATHOLOGY DISPOSABLES**

S. No	Name of Items	Remarks
1	Anti Sera ABD monoclonal	
2	Blood grouping/cross match gel system like Diana gel	
3	Blood Lancet (Prick Needle)	
4	Bovine Albumin Reagent (Poly specific)	
5	Coomb's Sera (poly specific)	
6	CPD1 pint bags with its own transfusion set (Quote separate rates for bags and transfusion set)	
7	CPDA1 Double Bags with Two sets of its own company 1 pint bag + 300 ml bag ((Quote separate rates for bags and transfusion set)	
8	CPDA1 Triple Bags its own 3 sets 1 pint 300 cc + 300 cc ((Quote separate rates for bags and transfusion set)	
9	Ethyl Alcohol	
10	Glass Slides for Microscopy	
11	Hydrogen peroxide	
12	Juster100-1000ul (micro pipettes juster adjustable 100ml, 1000ml (micro-lateral)	
13	Liquid bleach	
14	Liss reagent	
15	Plastic/wood sticks for mixing blood on glass slides	
16	Steel racks 36 holes for small / medium	
17	Test Tube 3cc (Plastic)	
18	Tourniquet for blood collection for DMN	
19	VDRL/RPR kit latest generation	
20	Yellow Tips	
21	Cover slips	
22	Slide view box for blood grouping	
23	EDTA tubes (Plastic Tube CE marked, IVD, FDA Approved)	
24	100 lens emersion oil	
25	Sugar strips (with free machine )	
26	ICT Strips for Malarial Parasite	
27	Gel Tube 3cc (Plastic Tube CE marked, IVD, FDA Approved)	
28	Lithium Heparin 3cc (Plastic Tube CE marked, IVD, FDA Approved)	
29	Citrated Tube 3cc (Plastic Tube CE marked, IVD, FDA Approved)	
30	Sodium Fluoride Tube 3cc (Plastic Tube CE marked, IVD, FDA Approved)	
31	Alcohol Swab	
32	Vacutainer Needles (Plastic Tube CE marked, IVD, FDA Approved)	
33	Vacutainer Holder	



34	Vacutainer Butterfly	
35	Butterfly Needle	
36	Urine Container	
37	Stool Container	
38	Needle Cutter	
39	Culture Swabs	
40	Centrifuge (above 24 buckets)	
41	Agglutination viewer	
42	Peripheral Smear Geimsa Stain , Retics stain, Iron and Pox stain	
43	Slide Dryer	
44	Stop watches and Timers	
45	Digital Counter	
46	Hitachi Cups	
47	Eppendorf Tubes	
48	Magnetic Stirrer	
49	Temperature Recorder	
50	pH meter for Conductivity reading	
51	Blood culture Bottles with signals	
52	Conical Tube (Plastic 6-10 mL)	
53	Culture Media (Mackonky agar, cled agar, blood agar, MHA agar, SDA,XLD agar,TSI agar )	
54	Biochemical Testing( Catalase Reagent (H <sub>2</sub> O <sub>2</sub> ) ,Indole Reagent (Kovacs)	
55	Wire Loop sterilizable	
56	Wire loop (a. Nichrome (05 ul),b. Sterile Plastic disposable (01 ul)	
57	Auto Sterlizer for wire loop	
58	Petri dish disposable plates (Rs.14/plate)a. 2 quadrants plates-(250x14),b.Full plates:(500x14)	
59	Staining station	
60	Gram Staining	
61	Viral Transport Medium with Nasophyngal Swabs	
62	Disposable ESR tubes	
63	Analytical profile Index/Bacterial Identification System	
64	Saniplast	
65	Covid-19 (Rapid Antigen Kit)	
66	Dengue Combo Device	
67	Amikacin	ANTIBIOTICS FOR PATH LAB
68	Gentamicin	ANTIBIOTICS FOR PATH LAB
69	Sulbactam/Cephoperazone	ANTIBIOTICS FOR PATH LAB
70	Piperacillin-tazobactam	ANTIBIOTICS FOR PATH LAB
71	Ampicillin	ANTIBIOTICS FOR PATH LAB

72	Ciprofloxacin	ANTIBIOTICS FOR PATH LAB
73	Cefixime	ANTIBIOTICS FOR PATH LAB
74	Cetazidime	ANTIBIOTICS FOR PATH LAB
75	Nitrofurantoin	ANTIBIOTICS FOR PATH LAB
76	Fosfomycin	ANTIBIOTICS FOR PATH LAB
77	Cotrimoxazole	ANTIBIOTICS FOR PATH LAB
78	Ceftriaxone	ANTIBIOTICS FOR PATH LAB
79	Levofloxacin	ANTIBIOTICS FOR PATH LAB
80	Penecillin	ANTIBIOTICS FOR PATH LAB
81	Vancomycin	ANTIBIOTICS FOR PATH LAB
82	Minocycline	ANTIBIOTICS FOR PATH LAB
83	Cefoxitin	ANTIBIOTICS FOR PATH LAB
84	Oxacillin	ANTIBIOTICS FOR PATH LAB
85	Nalidixic acid	ANTIBIOTICS FOR PATH LAB
86	Fusidic acid	ANTIBIOTICS FOR PATH LAB
87	Norfloxacin	ANTIBIOTICS FOR PATH LAB
88	Chloramphenicol	ANTIBIOTICS FOR PATH LAB
89	Amoxycillin/Clavulanic acid	ANTIBIOTICS FOR PATH LAB
90	Imipenem	ANTIBIOTICS FOR PATH LAB
91	Meropenem	ANTIBIOTICS FOR PATH LAB
92	Cefotaxime	ANTIBIOTICS FOR PATH LAB
93	Ploymyxin B	ANTIBIOTICS FOR PATH LAB
94	Colistin	ANTIBIOTICS FOR PATH LAB
95	Clindamycin	ANTIBIOTICS FOR PATH LAB
96	Erythromycin	ANTIBIOTICS FOR PATH LAB
97	Moxifloxacin	ANTIBIOTICS FOR PATH LAB

98	Doxycycline	ANTIBIOTICS FOR PATH LAB
99	Linezolid	ANTIBIOTICS FOR PATH LAB
100	Trimethoprim	ANTIBIOTICS FOR PATH LAB
101	Cefepime	ANTIBIOTICS FOR PATH LAB
102	Nvobicin	ANTIBIOTICS FOR PATH LAB
103	Optichin	ANTIBIOTICS FOR PATH LAB
104	Bacitracin	ANTIBIOTICS FOR PATH LAB
105	Edan I 15 ABGs Equipment	
106	Hematology Equipment ADVIA 360	
107	Stago Satellite Max Coagulation equipment	
108	Biolyte 200 Electrolyte Equipment	
109	Azithromycin	ANTIBIOTICS FOR PATH LAB
110	Rifampicin	ANTIBIOTICS FOR PATH LAB
111	Aztreonam	ANTIBIOTICS FOR PATH LAB
112	Teicoplanin	ANTIBIOTICS FOR PATH LAB
113	bile esculin media (Cultuer Media)	
114	DNASE (Cultuer Media)	
115	Plasma Overwraps (Helmer)	
116	Table Lamp	
117	EDTA Powder	
118	Gimsa Stain	
119	Toothpick	
120	Disposable Plastic Dropper	

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

## **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.

#### **8. 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.

#### **9. AWARD OF CONTRACT:**

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

#### **10. 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.

## **AGREEMENT DEED**

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

**THIS AGREEMENT DEED** is made on this **Insert Date** 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 **Pathology Lab Items/ Disposable**  
(hereinafter referred as ‘Equipment’) 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 deliver and install the Equipment/Goods at the premises and precincts of Peshawar Institute of Cardiology.
2. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment.
3. The Equipment supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Equipment’s country of origin. Such standards shall be the latest issued by the concerned institution.
4. The Second Party shall 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 Equipment;
  - ii. furnishing of tools required for assembly and / or maintenance of the supplied Equipment;
  - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Equipment;
  - iv. performance or supervision or maintenance and/or repair of the supplied Equipment, for a period of time indicated in purchase order, provided that this service shall not relieve the Second Party of any warranty obligations under this Agreement Deed; and
  - v. Training of the First Party’s personnel, at the Second Party’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

5. The Second Party will be liable to complete the supply within stipulated time limit i.e. 90 days after the issuance of the Purchase order.
6. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
7. The Second Party warrants that the Equipment/Goods supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.
8. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
9. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
  - a. if the Second Party fails to deliver any or all of the Equipment within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
  - b. if the Second Party fails to perform any other obligation(s) under this Agreement Deed.
  - c. if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
10. In case the Second Party failed to complete the supply till the due date i.e. 90 days from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
  - a. Penalty @ 2% for late supply till 15 days after the due date.
  - b. Penalty @ 5% for late supply beyond 15 days after the due date.

Once the maximum is reached, the First Party may consider termination of the contract.

11. The Second Party shall be responsible for the transportation of the Equipment and the transportation charges incurred thereof. The Second Party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (Imported Items) from the date of execution of this agreement or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the



First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.

12. The Second 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 First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.
13. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
14. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
15. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. 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 Second Party shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. 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 Equipment's 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 Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
18. The First Party will be at liberty, at all times and shall have the right to return the Equipment, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
19. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of **Rs. 300,000/-** 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.

20. The Second 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 this Agreement Deed is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Any notice given by one party to the other pursuant to this Agreement Deed 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.
22. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
23. Payment to the Second Party 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.
24. The Equipment shall be open to inspection at all times during the agreement period. The inspection of Equipment shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
25. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
26. 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.
27. 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.
28. 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

29. 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

