



PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION

REQUEST FOR PROPOSAL After Pre-Bid

FOR

SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)

PIC-075

Sr#	Name of item	Bid Security (PKR)	Tender Process
1	SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)	100,000/-	Single Stage Single Envelope

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.

INVITATION FOR BIDS

REF No. PIC-075

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from eligible bidder registered with FBR for Income Tax, Sales Tax, and KPRA and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology.

Sr#	Name of item	Tender Process	Bid Security (PKR)
1.	IT Hardware 2 years Warranty extension + Service Level Agreement (SLA)	Single Stage Single Envelope	200,000
2.	SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)		100,000
3.	Provision of Corporate SMS Service		200,000
4.	Leftover Drugs & Medicines (2 nd Time)		200,000
5.	CSSD items & Boiler's Spare Parts (2 nd Time)		100,000
6.	Calibration for Lab Items (2 nd Time)		100,000
7.	Medical Gases Plant Spare Parts & Consumable (3 rd Time)		100,000

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty, KPRA tax and Professional Tax or any other Government tax will be charged as per rules. (However, PIC-MTI, Peshawar is exempted from the General Sales Tax).
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<https://pic.edu.pk/tenders>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **March 08th, 2024 at 10:00 AM (PST)** at the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **March 20th, 2024 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC- MTI) (<https://pic.edu.pk/tenders>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

Hospital Director

Peshawar Institute of Cardiology (PIC-MTI)
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,
Ph: +92 91 9219645.

SECTION-01
Definitions
SECTION-02
Introduction
SECTION-03
Bidding Process
Planning
Information Sources
Pre-Bid Meeting
Rejection of Proposals
Signing of the Service Agreement
SECTION-04
Instructions to Service Provider
General Terms that the Proposal Must Fulfil
Proposal Package
Submission of Proposal
Bid Security
Bid Validity
SECTION-05
Responsiveness Criteria
Eligible bidder/mandatory documents
SECTION-06
General Matters
Responsibility of Service providers
Confidentiality
Proprietary Data
Fraud and Corruption
Governing Law and Rules
SECTION-07
Statement Of Requirement/ Bill Of Quantity (BOQ)
Bid Form and Price Schedules
Undertaking On Bidders Letter Head
Blacklistment of defaulted bidder/ contractor
Payment
Draft Contract Agreement

SECTION-1

1 DEFINITIONS

1.1. The following words or terms shall have the following meanings in this Request for Proposals:

Affiliate means a corporation or entity effectively under the Control of, or in Control of, a Service provider or associated with a Service provider under common ownership and Control.

Service provider means a legal entity which includes company, corporation, Consortium, Sole Proprietorship, Firms or joint venture which participates in the Bidding Process.

Bidding Process or **Bidding** means the process beginning from the publication of the Invitation to Bid until the signing of the Service Agreement.

Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices and Undesirable Practices have the meanings given to them in paragraph 6.4.2.

Financial Proposal has the meaning given to it in paragraph 4.4.

Winning Service provider means the Lowest Evaluated Service provider as determined by Peshawar Institute of Cardiology after having declared responsive and qualified technically.

KPPRA means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

Procurement Rules means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014 and amended from time to time.

Proposal means the bid submitted by a Service provider for the provision of the Required Services.

Proposal Submission Date means the date specified as such in paragraph 4.5

Required Services has the meaning given to it in the Service Agreement.

Service Agreement means the service contract to be entered into between Peshawar Institute of Cardiology and a Winning Service provider.

Technical Proposal has the meaning given to it in paragraph 4.3

Monthly Charges shall mean the amount payable by PIC to the Service Provider for one month of Services.

Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment with address: - 5-A, Sector B-3, Phase-v, Hayatabad, Peshawar

SECTION-2

2. INTRODUCTION:

- 2.1. This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in a competitive tender to procure the Required Services.
- 2.2. This RFP is being issued to the Service providers by Peshawar Institute of Cardiology PIC-MTI,
- 2.3. **Disclaimer**
No employees or consultants of Peshawar Institute of Cardiology:
 - a. make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the service provider for **SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)** in Peshawar Institute of Cardiology; or
 - b. will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Institute of Cardiology.
- 2.4. The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.5. The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act and the Procurement Rules of 2014 amended from time to time.
- 2.6. The issuance of this RFP does not imply that Peshawar Institute of Cardiology is bound to appoint a Winning Service provider or enter into a Service Agreement. Peshawar Institute of Cardiology reserves the right to reject all or any of the Proposals received or otherwise discontinue the Bidding Process at any time as per rules 47 of KP-PPRA rules 2014.

SECTION-3

3. BIDDING PROCESS`

3.1. Planning

Peshawar Institute of Cardiology-MTI invites sealed bids from the eligible bidders for provision of *SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)* through open Competitive Bidding under rule 14 (2)(a) “*Single Stage Single Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
Pre-bid meeting	March 08th, 2024at 10:00 AM
Closing/submission date	March 20th, 2024 time 11:00 AM
Tender Opening	March 20th, 2024 at 11:30 AM
Bid security (PKR)	100,000/-
Contract Validity	Till end of life (EOL) Equipment i.e 31-March 2025

3.2. Bidding Method

Procurement will be carried out as per KPPRA Rule 2014 Amended 2022: rule 14 sub rule (2)(a) (ix) Single Stage Single Envelope.
the bidder found to be qualified in Mandatory Criteria and lowest in price will be consider as the successful bidder.

3.3. Information Sources

3.3.1. The primary sources of information provided to Service providers in relation to this Request for Proposals are:

- Request for Proposals (the present document);
- Pre-Bid Meeting as organized by Peshawar Institute of Cardiology
- Service providers relying on information from other sources or the public domain do so at their own risk.

3.4. Pre-Bid Meeting

3.4.1. A Pre-Bid Meeting shall be organized by Peshawar Institute of Cardiology to:

- Explain the project, the Bidding Process and the Request for Proposals;
- Receive questions on the Request for Proposals; and

3.4.2. The pre-bid meeting shall be organized at a date specified in section 3.1.

3.5. Rejection of Proposals

3.5.1. Peshawar Institute of Cardiology PIC-MTI has a discretionary right to reject a Proposal.

Reasons for rejecting a Proposal include, but are not limited to, the following:

- The Proposal does not contain all elements defined in the instructions;
- Bid documents received without Hard Tap binding;
- The Proposal is not submitted before the Submission Deadline;
- The Service provider or the bank which has issued the Bid Security/Performance

Security are insolvent or in the process of liquidation or bankruptcy;

- e. Peshawar Institute of Cardiology PIC-MTI becomes aware of facts which can influence the free will of contractual parties.
- f. Received without earnest money;
- g. The tender document and the bid are unsigned;
- h. The offer is ambiguous;
- i. The offer is conditional/optional i.e., advance payment, or currency fluctuations etc.
- j. The offer is from blacklisted firm in any Federal / Provincial Govt. dept.
- k. Hand written bids shall NOT be accepted; it must be typed.
- l. Only typed tender on original prescribing letter pad, sealed, signed and stamp (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.

3.5.2. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.

3.5.3. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.

3.5.4. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.

3.5.5. 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.

3.5.6. The Proposal may also be rejected up until signing of the Service Agreement, in case Peshawar Institute of Cardiology PIC-MTI concludes, in its discretionary right, that one of the following applies:

- a. The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to Peshawar Institute of Cardiology PIC-MTI in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
- b. There is evidence of collusion/joint agreement between Service providers; There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
- c. There is evidence that the Service provider is trying to gain advantage over other Service providers in an incorrect manner; or
- d. The Financial Offer varies significantly from the estimate of Peshawar Institute of Cardiology PIC-MTI.

3.5.7. In the event of the rejection of a Proposal, Peshawar Institute of Cardiology PIC-MTI shall inform the relevant Service provider in a written form, in accordance with the applicable laws.

3.6. Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful

Peshawar Institute of Cardiology PIC-MTI reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, Peshawar Institute of Cardiology PIC-

3.6.1. MTI will inform the Service providers.

3.6.2. The tender may be cancelled at any time prior to the Submission Deadline at no cost to, if Peshawar Institute of Cardiology PIC-MTI determines that this action is in its best

interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:

- 3.6.3. Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal or economically unviable; or
- 3.6.4. Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 3.6.5. The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to Peshawar Institute of Cardiology PIC-MTI, if:
- 3.6.6. No Proposals have been submitted;
- 3.6.7. The Proposals which have been submitted, in the opinion of Peshawar Institute of Cardiology PIC-MTI, do not meet the criteria, goals and requirements of the Bidding Process; or
- 3.6.8. The Winning Service provider refuses to sign the Service Agreement in the form offered by Peshawar Institute of Cardiology PIC-MTI.
- 3.6.9. In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Service provider shall be entitled to any claim whatsoever against Peshawar Institute of Cardiology PIC-MTI or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

3.7. Format and Signing of Bid

- 3.7.1. The Bidder shall prepare an original clearly marking each “ORIGINAL BID” as appropriate.
- 3.7.2. The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.
- 3.7.3. Bid documents and required documents must be submitted in Hard Tap binding in one master envelop, without Hard Tap binding the bid may be rejected as non-responsive.

3.8. Sealing and Marking of Bids

- 3.8.1. The Bidder shall seal the original bid in master envelope, duly marking the envelopes as bid for “**SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)– PIC-075**”
- 3.8.2. The inner and outer envelopes shall:
 - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - b. bear the Project name indicated **SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA) – PIC-075**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.
- 3.8.3. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 3.8.4. If the outer envelope is not sealed and marked as required by clause 3.7 above, the PIC-MTI will assume no responsibility for the bid’s misplacement or premature opening.

3.9. Opening and Evaluation of Proposals

Bid will be evaluated as follows:

- 3.9.1. The bidder found to be qualified in Mandatory Criteria and lowest in price will be considered as the successful bidder

3.10. Signing of the Service Agreement

- 3.10.1. The Winning Service provider shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winner Service provider shall, within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall be considered as a Performance Security.
- 3.10.2. In the event of a withdrawal by a Winning Service provider, Peshawar Institute of Cardiology PIC-MTI may invite the 2nd Lowest Service provider to conclude a Service Agreement for the Required Services.
- 3.10.3. If a Service provider which was invited by Peshawar Institute of Cardiology PIC-MTI to sign a Service Agreement withdraws from the Bidding Process, the Bid Security of the said Service provider shall be forfeited/called by Peshawar Institute of Cardiology PIC-MTI

SECTION-04

4. INSTRUCTIONS TO SERVICE PROVIDERS/ BIDDING PROCESS

4.1. General Terms that the Proposal Must Fulfil

- 4.1.1. All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 4.1.2. All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarized translation.

4.2. Proposal Package

4.2.1. The Proposal must be submitted in a Single Master envelope containing Technical and Financial Proposal Details.

4.2.2. The master envelope must be properly sealed and must be marked with:

- a. **The name and the address of the Service provider;**
- b. **The warning: “Do not open before <20-March-2024>”;**
- c. **The wording: “Master envelope – Proposal for SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)– (PIC-075)”.**

4.3. Submission of Proposal

- 4.3.1. The Proposal must be delivered to Peshawar Institute of Cardiology PIC-MTI, Material Management Department, 1st floor, OPD Block, on or before the submission Date and time **March 20th, 2024** at the following address:

Attention: Hospital Director

Peshawar Institute of Cardiology PIC-MTI

Address: Material Management Department, Peshawar Institute of Cardiology PIC-MTI, , 1st floor, OPD Block.

- 4.3.2. The Proposal must be submitted in person or via registered post mail or via courier, in closed envelopes. The Proposal shall be considered submitted upon physical receipt by Peshawar Institute of Cardiology PIC-MTI of the master envelope. Peshawar Institute of Cardiology PIC-MTI shall issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

4.4. Bid Security

- a. Bid security @ **100,000/** in favor of “Hospital Director Peshawar Institute of Cardiology” should be kept in the financial proposal.
- b. Bid security of the successful bidder shall not be released and will consider as a performance security till the compilation of contract.

- c. The bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity as specified in this RFP; or
 - b. In the case of a successful Bidder, if the Bidder fails to sign the contract or
 - c. The service provide commits any breach of the Contract Agreement

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.

Bid Data Sheet

DATA SHEET	
Introduction/Description	Detail
Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
Name of Contract.	“SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA)– (PIC-075)”
Procuring agency’s address, telephone and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
Language of the bid.	English
BID PRICE AND CURRENCY	
The price quoted shall be	Quoted prices must be in Pakistani Rupees (PKR) inclusive of all kind of taxes, duties, charges/levies applicable in Pakistan
The Price shall be fixed	The quoted prices shall be firm and fixed and not subject to any adjustment during performance of the contract
GST Exemption (PIC-MTI)	PIC-MTI has got the approval as Charitable Institution under Section 2(36) of the Income Tax Ordinance, 2001. Hence, with reference to Section 13(1) of the Sales Tax Act, 1990, “Supply of Goods specified in the sixth Schedule shall be exempt from Sales Tax. (Clause 166 of Table-1 of 6th Schedule) The prices quoted by the bidder shall be inclusive of all applicable duties and taxes. The Income Tax, stamp duty and Professional Tax or any other Government tax will be charged as per rules. (However, this hospital is exempted from the General Sales Tax)
Amount of bid security.	Bid Security shall be submitted in original to the amount of PKR. 100,000/- from schedule bank of Pakistan excluding microfinance and financial Institutions in favor of “Hospital Director Peshawar Institute of Cardiology”. The Bid Security shall be submitted from the account of the bidder who submits the bid; The Bid Security shall be forfeited: <ul style="list-style-type: none"> • If a bidder withdraws his bid during the period of bid validity; or • In the case of a successful bidder, if he fails to: Sign the contract agreement • The service provide commits any breach of the Contract Agreement

Performance Security	<p>The amount of performance security, as a percentage of the Contract Price, shall be 10% i.e., of the total value of each individual supply order placed to the successful bidder.</p> <p>However, the Standard bid security PKR 100,000/-, from the successful bidders, as received at the time of bids submission, shall be retained by the Procurement Cell as Bid Security and will be released back to successful bidders after receipt of 10% performance security and will be retained by procuring entity till completion of warranty period.</p>
Bid validity period.	120 days from the date of opening of bids
Duration of Contract	Till end of life (EOL) of Equipment i.e 31-March 2025
Selection Criteria	The bidder found to be qualified in Mandatory Criteria and lowest in price will be consider as the successful bidder
Number of copies.	One (original bid) in hard tap binding.
Address for bid submission.	<p>Hospital Director Bids are to be delivered to the office of the Manager Material Management, 1st floor OPD block, Peshawar Institute of Cardiology (PIC-MTI). Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan</p>
Deadline for bid submission.	March 20th, 2024 at 11:00 AM
Pre-Bid meeting with the bidders	March 08th, 2024 time 10:00 AM
Time, date, and place for bid opening.	March 20th, 2024 at 11:30 AM
BID EVALUATION	
Tender Process	<p>Single Stage Single Envelope Procurement will be carried out as per KPPRA Rule 2014 Amended 2022 : rule 14 sub rule (2)(a) (ix) the bidder found to be the qualified in Mandatory Criteria and lowest in price will be considered as the successful bidder.</p>
Clarification of Bids	<p>The Procuring agency may ask the Bidder in writing, only for clarification regarding the received documents in the bid; however, nochange in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.</p>

SECTION-5

Responsiveness Criteria

5.1. Eligible bidder/Mandatory documents:

Bidders must give compliance to the below mentioned clauses as these are mandatory to being Eligible for the bidding process. Relevant certificates / documents must be attached.

S #	Description	Remarks
	Knock Out Clauses	YES/NO
1.	The bidder shall be Registered with FBR for Income Tax and Sales Tax and with KPRA and reflected on ActiveTax Payer List (ATL); (Provide copy of relevant certificates)	Mandatory
2.	Bidder must be Authorized Partner/ Reseller of the Original Equipment Manufacturer (OEM) (Provide Valid Authorization Letter from Manufacturer)	Mandatory
3.	Firm must have at least one Sophos Certified Engineer Attached Valid Certificate/ Appoint Letter/ relevant Document	Mandatory
4.	Submission of undertaking on legal valid and attested stamp paper that the firm is NOT BLACKLISTED by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.	Mandatory
5.	Undertaking on Bidder Letter Head as provided in Annexure -B	Mandatory
6.	Bid security Shall be attached as mentioned in the advertisement/BSD	Mandatory

Section-06

6. GENERAL MATTERS

6.1. General Obligation of Service providers

6.1.1. Notwithstanding any information given in the RFP and any additional communication from Peshawar Institute of Cardiology PIC-MTI, including supplemental notices and bid bulletins, it is the sole responsibility of any Service provider to:

- i.* **be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;**
- ii.* **examine all the bidding documentation, including all instructions, annexes, forms, terms and specifications; and**
- iii.* **familiarize itself with all existing laws acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.**

6.2. Confidentiality

6.2.1. Information relating to the examination, clarification, evaluation and recommendation for the Service providers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Peshawar Institute of Cardiology PIC-MTI in relation to or matters arising out of, or concerning the Bidding Process.

6.2.2. Peshawar Institute of Cardiology PIC-MTI shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.

6.2.3. Peshawar Institute of Cardiology PIC-MTI shall not reveal any such information, unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or Peshawar Institute of Cardiology PIC-MTI.

6.3. Proprietary Data

6.3.1. All documents and other information supplied by Peshawar Institute of Cardiology PIC-MTI or submitted by a Service provider to Peshawar Institute of Cardiology PIC-MTI shall remain or become the property of Peshawar Institute of Cardiology PIC-MTI.

6.3.2. Service providers must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for preparation and submission of a Proposal.

6.3.3. Peshawar Institute of Cardiology PIC-MTI will not return any Proposal or any information provided along therewith except unopened Financial Proposal.

6.4. Fraud and Corruption

6.4.1. It is Peshawar Institute of Cardiology PIC-MTI policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Service providers, suppliers and contractors under Public-funded contract, observe the highest standard of ethics during the procurement and execution of such contracts.

6.4.2. In pursuit of this policy, Peshawar Institute of Cardiology PIC-MTI:

- a. **defines, for the purposes of this provision, the terms set forth below as follows:**

Coercion means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the Service Agreement.

Collusion means a scheme or arrangement between two or more Service providers, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.

Corrupt Practice means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion or coercion, which involves threats of injury to person, property or reputation.

Fraudulent Practice means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Service providers (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring entity of the benefits of free and open competition.

Restrictive Practice means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among Service providers, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

Undesirable Practice means (i) establishing contact with any person connected with or employed or engaged by Peshawar Institute of Cardiology PIC-MTI with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

- a. **will exclude from the Bidding Process any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and**
- b. **will denounce to relevant authorities any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being cancelled and/or such Service provider incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.**

6.5. **Governing Law and Rules**

- 6.5.1. The provisions of Islamic Republic of Pakistan shall govern all matters relating to this RFP.

STATEMENT OF REQUIREMENT/ BILL OF QUANTITY(BOQ)

S #	Description	Model Name	Specification	QTY
1.	License Renewal for Sophos XG330 Firewall + SLA (On call support 24/7x365)	Sophos XG330 Firewall	<ul style="list-style-type: none"> Xstream Protection bundle Base Firewall Stateful Firewall, VPN, Wireless Network Protection IPS, ATP, SD-RED Device Management Web Protection Web Security and Control, Application Control, Web Malware Protection Zero-Day Protection Machine Learning, Sandboxing File Analysis, Threat Intelligence Central Orchestration SD-WAN VPN Orchestration, CFR Advanced Enhanced Support Enhanced Support A-la-carte subscription modules Email Protection Anti-spam, Antivirus, DLP, Encryption, Email Malware Protection Web Server Protection Web Application Firewall 	1

Contract will be affected immediately after the expiry of current License i.e., June-2024

Annexure-A

Bid Form and Price Schedules
Price Schedule in Pak. Rupees (including all applicable taxes)

Note: - All the bidders are required to follow the following pattern while preparing financial bids.

Name of Bidder _____ PIC-075

S #	Description	Model Name	Specification	QTY	Total Offered Price in PKR (Including all applicable Taxes)
2.	License Renewal for Sophos XG330 Firewall + SLA (On call support 24/7x365)	Sophos XG330 Firewall	<ul style="list-style-type: none"> Xstream Protection bundle Base Firewall Stateful Firewall, VPN, Wireless Network Protection IPS, ATP, SD-RED Device Management Web Protection Web Security and Control, Application Control, Web Malware Protection Zero-Day Protection Machine Learning, Sandboxing File Analysis, Threat Intelligence Central Orchestration SD-WAN VPN Orchestration, CFR Advanced Enhanced Support Enhanced Support A-la-carte subscription modules Email Protection Anti-spam, Antivirus, DLP, Encryption, Email Malware Protection Web Server Protection Web Application Firewall 	1	

*Responsibility to include all and correct taxes is that of the bidders.

* **Contract will be affected immediately after the expiry of current License i.e., June-2024**

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Annex: "B"

UNDERTAKING ON BIDDERS LETTER HEAD

Important Note:

All the bidders must submit this undertaking on their company letter head attached with technical bid at the time of bid submission on the following format.

1. I, _____ Owners / Director / Legal Attorney / Accredited representative of M/s _____, solemnly declare that,
2. M/s _____ have read the contents of the Bidding Document and have fully understood it.
3. That the financial instruments, statements of facts, data and documents being submitted by M/s _____ for the Tender vide PIC-075 dated _____ are true, genuine and correct.
4. Undertakes that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
5. M/s _____ is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.
6. Bid Security (in original) is placed in the financial bid.
7. In case we fail to comply any of the aforesaid conditions or the documents submitted by M/s _____ is found false/forged, our tender will be cancelled forfeiting the Bid Security amount and debarring us from participation in future tenders of Medical Teaching Institution PIC, Khyber Pakhtunkhwa, for a period of one year.

Signature with Seal of the Deponent (bidder)

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.

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 showcase 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 KPPRA and defaulting bidder within three days of passing order.

DRAFT SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made at Peshawar on this xxxxxxx **day of Month(xxxxxxxxxx), 2024** and will affect from xxxxxxxxxxx, 2024 and shall remain in full force and effect up to xxxxxxxxxxxxxxxxx, (hereinafter, “the Term”), unless terminated earlier in terms of Article VII (“this Agreement”),

BY & BETWEEN

Peshawar Institute of Cardiology (“PIC-MTI”), a Hospital existing under the laws of Pakistan, has its registered office 5-A, Sector B-3, Phase-V Hayatabad, Peshawar, Pakistan (hereinafter referred to as “**PIC-MTI**”, which expression shall, where the context so admits, be deemed to include its authorised representatives, successors in interest, executors and permitted assigns) of the **First Party**;

AND

M/s (xxxxxxxxxxxxxxxxx), a company incorporated in [xxxxxxxxxxx], with company registration no. [xxxxxxxxxxx] and whose registered address is at [xxxxxxxxxxxxxxxxxxxxxxxxxxxxx] (hereinafter referred to as “**Service Provider**”, which expression, where the context so admits, shall include its successors in title and permitted assigns) of the Other Part.

(All capitalised terms used herein shall have the same meaning ascribed to them in Article 1.1, unless otherwise specified.)

RECITALS

WHEREAS:

- A.** Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment. PIC-MTI intends to hire a Service Provider for the “**SOPHOS Firewall XG 330 License Renewal + Service Level Agreement (SLA) in Peshawar Institute of Cardiology PIC-MTI at Hayatabad**” and other related activities (hereinafter the “**Services**”). PIC-MTI intends to enter into Agreement with a suitable Service Provider, selected through a competitive bidding process, who will provide Services as part of the Agreement.
- B.** The Service Provider has submitted a bid to PIC-MTI with the Proposal and has represented that it is possessed of the necessary skills, knowledge, equipment, experiences, capabilities, and qualified personnel requisite for performing the Services and matters ancillary and incidental to the provision of Services, and that it is in a position to provide the Services in a more effective and efficient manner.
Based on the Proposal and Service Provider’s Representation, the Service Provider has offered to PIC-MTI for the provision of Services and PIC-MTI, with a view to achieving the Services in a timely and efficient manner and relying upon the Service Provider’s Representation, is keen to accept the offer of the Service Provider on the following terms

and conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties expressed herein, the Parties agree as follows:

ARTICLE – I

DEFINITIONS & RULES OF INTERPRETATION

1.1. DEFINITIONS:

In the Agreement, the following words and expressions shall have the meanings set out below:

- 1.1.1. **“Agreement”** means this agreement as amended from time to time and including the Annexes;
- 1.1.2. **“Annexes”** means the annexes attached to this Agreement;
- 1.1.3. **“Applicable Law”** means any constitution, statute, ordinance, treaty, decree, proclamation, rules, regulations or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the foregoing;
- 1.1.4. **“Authorized Representatives”** means persons authorized in writing by PIC-MTI and the Service Provider respectively
- 1.1.5. **“PIC-MTI”** means Peshawar Institute of Cardiology Medical Teaching Institute;
- 1.1.6. **“Business Day”** means any day other than weekend or public holiday in Pakistan as notified by Government of KPK;
- 1.1.7. **“Change in Law”** means:
 - a) the adoption of a new Law; or
 - b) change in or repeal of a existing Law,which after the Effective Date results in:
 - I. change in the taxes, duties or levies payable by the Service Provider in respect of the Services; or
 - II. change in or the repeal of any other requirement for the performance of the Services;
- 1.1.8. **“Commencement Date”** means the date on which the Services shall commence as notified by PIC-MTI;
- 1.1.9. **“Confidential Information”** means all information, without limitation, of whatsoever nature:
 - a. relating to the Disclosing Party’s business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
 - b. relating to the contents of this Agreement and any other information received pursuant to this Agreement,

- 1.1.10. **“Disclosing Party”** means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.11. **“Effective Date”** means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;
- 1.1.12. **“Employees”** means the employees of the Service Provider as describe in Annexure-A;
- 1.1.13. **“Entity”** means association, business, close corporation, company, concern, enterprise, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.14. **“Event of Force Majeure”** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, act of terrorism, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes (excluding strikes by Service Provider staff), lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.15. **“KPI”** means the key performance indicator;
- 1.1.16. **“Liquidated Damages”** means the amounts to be deducted from the monthly payments for the Service Provider pursuant to particular service level failures as set out in the Annexure-B “Key Performance Indicator”
- 1.1.17. **“Month”** or “Monthly” means a calendar month;
- 1.1.18. **“Operational Specifications Schedule”** means the schedule annexed hereto as Annexure-A;
- 1.1.19. **“Party”** means a party to this Agreement;
- 1.1.20. **“Performance Security/Guarantee”** means the unconditional, irrevocable on-demand performance Security provided to PIC-MTI by the Service Provider;
- 1.1.21. **“PKR”** means Pakistani rupee;

ARTICLE – II

TERM OF THE AGREEMENT

- 2.1 This Agreement shall come into full force and effect on the xxxxxxxxx Day of xxxxxxxxxxxx, 2024 and shall remain in full force and effect up to xxxxxxxxxxxxxxxxxxxxxx, (hereinafter, “the Term”), unless terminated earlier in terms of Article VII.
- 2.2 **Contract Duration: Till end of life (EOL) of Equipment i.e 31-March 2025.**
- 2.3 The Service Provider shall provide Services as per the requisition of the PIC-MTI on the rates mentioned below.

S #	Description	Model Name	Specification	QTY	Total Offered Price in PKR (Including all applicable Taxes)
3.	License Renewal for Sophos XG330 Firewall + SLA (On call support 24/7x365)	Sophos XG330 Firewall	<ul style="list-style-type: none"> Xstream Protection bundle Base Firewall Stateful Firewall, VPN, Wireless Network Protection IPS, ATP, SD-RED Device Management Web Protection Web Security and Control, Application Control, Web Malware Protection Zero-Day Protection Machine Learning, Sandboxing File Analysis, Threat Intelligence Central Orchestration SD-WAN VPN Orchestration, CFR Advanced Enhanced Support Enhanced Support A-la-carte subscription modules Email Protection Anti-spam, Antivirus, DLP, Encryption, Email Malware Protection Web Server Protection Web Application Firewall 	1	

2.4 The defined words and expressions set out in Clause 1.1 [Definitions] shall apply to the Agreement.

2.5 The following documents shall be deemed to form an integral part of this Contract:

- a) Request for proposal (RFP) final
- b) Letter of Award;
- c) Financial Proposal
- d) Annexures if any

2.6 Effect of this Agreement

The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.

ARTICLE – III

THE SERVICES

- 3.1 The Service Provider shall perform the Services in strict compliance with the terms of this Agreement; with the utmost diligence and efficiency; to the highest professional standards of workmanship; and, in strict accordance with the Instructions. The Service Provider shall observe sound and good practices prevalent in the Service Provider's industry and employ required software, Uniform, equipment, and methods, and shall employ the Personnel who are suitably qualified and experienced, commensurate with the tasks assigned to them by the Service Provider (in respect of the Services), all in accordance with the Laws of Pakistan.
- 3.2 The Service Provider understands and agrees that PIC-MTI has relied upon the Service Provider's Representation and that the Service Provider shall be principally responsible for the provision of Services to successfully ensure the delivery of the Services in a timely and efficient manner.

- 3.3 Without prejudice to the generality of the above, the Service Provider shall provide the Services to PIC-MTI. The Services being provided by the Service Provider shall comply with the professional standards in the Service Provider's industry, the PIC-MTI's express and implied Instructions, regarding the quality of the Services and the timelines in which Services are to be completed.

3.4 Scope Of Works

Successful bidder shall comply with Statement of Requirement/BOQ as mentioned in the bidding document.

ARTICLE – IV

PAYMENT OF CHARGES & TAXES

- 4.1.1 Payment will be made to bidder after successful renewal of License on the OEM portal
- 4.1.2 All payments of Charges made by PIC-MTI to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the Service Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.
- 4.1.3 PIC-MTI shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by PIC-MTI, pending resolution of such dispute in accordance with this Agreement.
- 4.1.4 PIC-MTI shall be entitled to deduct any amounts payable by Service Provider to PIC-MTI including Liquidated Damages.
- 4.1.5 If PIC-MTI failed to pay the monthly charges as per the agreed schedule, the Services Provider shall pay the salaries to its employees by 5th of every month without waiting for monthly invoice clearance

ARTICLE – V

PERSONNEL

- 5.1 The Service Provider shall be responsible and accountable to PIC-MTI, in terms of this Agreement, for all actions of the Personnel including, inter alia, ensuring that the Personnel perform the Services and/or additional services in a manner as to avoid disputes, infractions, infringement, lapses, interference, and delays. The Service Provider shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the Personnel.

ARTICLE – VI

FORCE MAJEURE

- 6.1 **Definition:** A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of

its obligations by that Party of its rights under or pursuant to this Agreement; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities which are within the affected Party’s power and resources to protect the Project from a casualty or other reasonably foreseeable event which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of such protection measures. Without limiting the generality of the foregoing, “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:

- 6.1.1 political events that occur inside or directly involve Pakistan (each, a “Pakistan Political Force Majeure Event”),
- 6.1.2 any act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
- 6.1.3 other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
 - i. lightning, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado;
 - ii. fire, explosion, or chemical contamination (other than resulting from an act, in which case it shall be a Pakistan Political Force Majeure Event);
 - iii. epidemic or plague;
 - iv. a Lapse of Consent unless such Lapse of Consent is a Pakistan Political Force Majeure Event;

6.2 **Notification Obligations:**

- 6.2.1 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:
 - i. give the other Party notice of the Force Majeure Event as soon as practicable, but in any event, no later than the later of three (3) Days after the affected Party becomes aware of the occurrence of the Force Majeure Event or one (1) Day after the resumption of any means of providing notice between the Parties, and
 - ii. give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform such obligations and other relevant matters as soon as practicable, but in any event not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected

Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing the Force Majeure Event(s) and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it will be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

- 6.2.2 Failure by the affected Party to give written notice of a Force Majeure Event to the other Party within the three (3) Day period or the one (1) Day period required by Clause 6.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Clause 6.1 for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice required has been given. If said notice is given within the three (3) Day period or one (1) Day period required by Clause 6.2.1, the affected Party shall be excused for such failure from the date of commencement of the relevant Force Majeure Event.

- 6.3 **Termination For Force Majeure Event:** Should a Force Majeure Event or the direct consequence thereof persist for a continuous period of sixty (60) Days or should a Force Majeure Event, together with other Force Majeure Events (or the direct consequences thereof) originating from the same or related circumstances and which have occurred in the preceding 1 Years, have persisted for an aggregate of ninety (90) Days, then either Party may, upon giving the other a thirty (30) Day notice to terminate, Terminate this Agreement and the Parties shall consequently be excused from performing their obligations in terms of this Agreement, unless the Force Majeure Event (and the direct consequence thereof) has at the expiry of the said thirty (30) Day period ceased to exist.

ARTICLE – VII

TERMINATION

- 7.1 Notwithstanding anything contained elsewhere in this Agreement, this Agreement may be terminated forthwith by PIC-MTI by giving notice of 30 days or less if the Service Provider commits a material breach. For the purposes of this Clause 7.1, the term “material breach” shall mean to include:
- 7.2 If the Service Provider commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from PIC-MTI of a notice calling upon it to do so or such other time as specified by PIC-MTI then PIC-MTI shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Service Provider and in either event, to recover such damages as it may have sustained.
- 7.3 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Service Provider:
- 7.3.1 in the opinion of PIC-MTI, commits a Prohibited Act; or
 - 7.3.2 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which PIC-MTI has given its prior written consent); or
 - 7.3.3 sells, transfers or otherwise disposes of all or a substantial portion of its shares, assets or business, without the prior written consent of PIC-MTI; or
 - 7.3.4 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained PIC-MTI’s prior written consent; or

- 7.3.5 fails to obtain or maintain as required any of the necessary Operating Licences/permits to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked; or
- 7.3.6 acts or attempts to act in a fraudulent or otherwise illegal manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
- 7.3.7 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
- 7.3.8 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
- 7.3.9 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages 10% consecutively for few months.
- 7.4 Any expiry of or termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement.
- 7.5 The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the PIC-MTI at any time with immediate effect.
- 7.6 In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing KPPRA rules and Performance Guarantee/Security will be encashed/forfeited or the toolkits/tools/equipment may be confiscated.
- 7.7 Without assigning any reasons, contract may be terminated by PIC-MTI with a notice period of one month
- 7.8 The PIC-MTI shall be entitled to terminate this agreement forthwith at any time upon serving notice of 30 days in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.

7.9 DISPUTE RESOLUTION MECHANISM

- 7.11.1 If any conflict arises between the parties, the matter will refer to the Committee Comprising of both parties equal members to conduct inquiry. If the nominated representatives are unable to resolve the Dispute to the satisfaction of the Parties, then the matter will be referred to the Arbitrator. Management Committee (MC) of PIC-MTI will be the Arbitrator.
- 7.11.2 The decision of the Arbitrator (MC) as to any matter referred under this Agreement shall be final and binding on both Parties and shall not be subject to appeal in court.

ARTICLE – IX

COMPLIANCE WITH THE LAWS OF PAKISTAN

- 9.1 The Service Provider hereby represents, warrants and agrees that in the performance of the Services and its other obligations under this Agreement it has complied with and will comply with any and all applicable Laws of Pakistan including, without limitation, Governmental regulations, rules, bye-laws, rulings, decrees and orders and that if it should be determined that the Service Provider has violated any of the foregoing, the Service

Provider shall save PIC-MTI harmless from all expenses, damages or penalties resulting from any violation thereof committed by the Service Provider or the Personnel in the performance of their obligations under this Agreement.

- 9.2 The Service Provider shall, at its cost, acquire, obtain and maintain in full force and effect all permits, approvals, sanctions, and licences from all local, municipal, Provincial, or Federal Government authorities or public service undertakings or professional bodies or other relevant authorities which are necessary or desirable for the performance of this Agreement by the Service Provider.

ASSIGNMENT

Neither Party shall assign this Agreement without the written consent of the other Party.

GOVERNING LAW

This Agreement shall be governed by the Laws of Pakistan and the courts in Peshawar shall have exclusive jurisdiction.

ARTICLE – X

FINAL PROVISIONS

1. Addresses and notices

- 1.1 The Parties choose for the purposes of this Agreement the following addresses:
- 1.1.1 Peshawar Institute of Cardiology PIC-MTI, 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar:
- 1.1.2 The Service Provider: [xxxxxxxxxxxxxxxx].
- 1.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 1.1 and it chooses that address for all purposes under this Agreement.

2. Change in Law

- 2.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Service Provider under this Agreement, the Service Provider shall notify PIC-MTI within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Service Provider and the Parties shall discuss the effects of the Change in Law and endeavour to arrive at a resolution.
- 2.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties. The Service Provider acknowledges and agrees that any decision to change the financial accordance with the Agreement or vary the scope of Services as a result of the Change in Law shall be adjusted with mutual consent of the parties.

ARTICLE – XI

1. KEY PERFORMANCE INDICATORS

- i. The Service Provider's performance of operation, maintenance and services shall be evaluated by means of key performance indicators (“**KPIs**”). Failure to comply with KPIs (“**Failure Events**”) shall lead to the application of performance deduction as per the below table (“**Performance Deduction**”):

S.No	SLA Target	Uptime	Penalty
1	99.9%	<99% - >98.50%	PKR 10,000
2		<98.50% - >98.45%	PKR 15,000
3		<98.45 - >98.40%	PKR 20,000

- b) ** If the uptime goes below 98.40, penalty of 1% of the total amount will be charged.

- i. The Service Provider shall, pay the Liquidated Damages depending on its performance in achieving the agreed performance regime as measure during course of the Contract.
- ii. The Liquidated Damages for failure to achieve Key Performance Indicators (KPI) parameters will be implemented in accordance with Key Performance Indicators.
- iii. The Liquidated Damages is the final and full remedy of the PIC-MTI for the Service Provider failure to achieve the KPI targets, and such Liquidated Damages shall be deemed to have offset any breach whatsoever due to the lapses/deficiencies in performance.
- iv. Any breach of defined service levels will entail Liquidated Damages which shall not exceed 10% of the monthly payments to be paid under the Agreement/Contract to Service Provider.

Following shall be used to track and report performance on a regular basis. These SLAs shall be strictly imposed. The SLA will be measured on Quarterly basis

IN WITNESS WHEREOF the Parties above named have executed this Agreement on the day, month, and year first above written.

**Assistant Manager Purchase
PIC-MTI Peshawar**

**Manager Materials Management
PIC-MTI Peshawar**

**Manager Bio-Medical
PIC-MTI Peshawar**

**Director MIS
PIC-MTI Peshawar**

**Director Building & Facilities
PIC-MTI Peshawar**

**Director Finance
PIC-MTI, Peshawar**

**Hospital Director
PIC-MTI, Peshawar**

**Medical Director
PIC-MTI, Peshawar**