



**Lady Reading Hospital (LRH)
Medical Teaching Institution (MTI)**

Peshawar
Contact No: 091-9211927

**AFTER PRE-BID
BID SOLICITATION DOCUMENTS**

For

LEFT-OVER MISCELLENOUS DISPOSABLE & ACCESSORIES

For the Year 2024-2025

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.

Asst Manager Material Management
LRH/MTI Peshawar

Bio Medical Engineer
LRH/MTI Peshawar

HVAC Engineer
LRH/MTI Peshawar

Director Finance
LRH/MTI Peshawar

Associate Hospital Director
LRH/MTI Peshawar

Nursing Director
LRH/MTI Peshawar

Medical Director
LRH/MTI Peshawar

Hospital Director
LRH/MTI Peshawar

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**Lady Reading Hospital
Medical Teaching institute
Peshawar
Phone: 091-9211927**

INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Lady Reading Hospital Peshawar** Invites sealed tenders under National Competitive Bidding for the procurement of “**MISCELLENOUS DISPOSABLE & ACCESSORIES 2024-25**” for Hospital, under rule 6(2) (b) “*single stage single envelope procedure*” of KPPRA Rules 2014, from Income / Sales tax, reflected on Active Taxpayer List of FBR.

A detailed list of specification of required items can be obtained from the Material Management Department of LRH during working hours (**Saturday is not working day**). The specification is also available on our web-site www.lrh.edu.pk

The bidders are required to submit bid security **100,000/-** in the name of Hospital Director LRH-MTI Peshawar.

Pre-bid meeting with the interested bidders will be held on **----/-----/2024 at 11:00am** at Manager Material Management.

The tenders complete in all respect must reach the undersigned by **on ----/----/ 2024 at 10:30 am**, which will be opened at 11:00 AM on the same day in conference room / AHD office of the Hospital 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.

1) 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. The bid should be complete in all respect and must be signed by the bidder.
4. 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.
5. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions from Stamp Paper.
6. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
7. LRH 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.
8. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
9. At any time prior to the deadline for submission of bids, LRH 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.
10. 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.
11. **Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.**
12. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
13. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- a. Received without Bid Security;
 - b. It is received after the date and time fixed for its receipt;
 - c. The offer is ambiguous;
 - d. The offer is conditional i.e., advance payment, or currency fluctuations etc.;
 - e. The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
 - f. Only typed tender on original prescribing letter pad, sealed & signed should be submitted, the quoted Price must be preprinted and hand written quoted price will not be acceptable. The tenders must be according to hospital specification; alternate rates (**Double rates for single Items**) will not be accepted.
14. Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
 15. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
 16. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
 17. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
 18. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the LRH Peshawar's future bids.
 19. LRH MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
 20. Brand and Pack size must be mentioned with each quoted item.
 21. **Price valid till 30th June 2025.**

4. BID Security

Bid security **Rs. 100,000/-** in favor of “Hospital Director LRH Hospital”
The Bid Security in shape of Pay Order is not accepted

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
- iii) If a successful Bidder unable to supply the items after issuance of 3 reminders, order will be placed to the next lowest bidder.

5. BID VALIDITY:

- i) **The bids should be valid for 180 days.**
- ii) In exceptional circumstances, LRH 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.

6. 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;

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

Conditions for debarment of Defaulted Bidder/Contractor

Failure or refusal to;

- Accept Purchases Order / Services order terms;
- Make supplies as per specifications agreed;
- Fulfill contractual obligations as per contract
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Lady Reading Hospital Peshawar LRH-MTI Peshawar.

Procedure for blacklisting and debarment

1. Competent authority of Lady Reading Hospital -MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The Show Cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-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.
9. The duration of debarment may vary up to five years depending upon the nature of violation.

7. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
3. The grievance redress Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.
5. Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties.

Miscellaneous Disposable & Accessories FY 2024-25

S.No	Items Name	Specification	Brand Name	Pack Size	Unite Price	Pack Price
1	LYRENGOSCOPE BETTRY CELLS					
2	EXAMINATION LIGHT					
3	OVERHAULING OF AUTOCLAVE					
4	EXPIRATORY FLOW VALVE	Oricare/seriusmed/Mindray/GE				
5	EXPIRATORY FLOW SENSOR	Oricare/seriusmed/Mindray/GE				
6	FEED PUMP FOR R.O SYSTEM					
7	CRASH CARD with defibrillator Stand					
8	CARDIAC MONITER STAND (Protoble)					
9	Inverter Assembly for Hitachi X-Ray					
10	DRY BATTERY (12V 5AMP)					
11	SUCTION FILTER					
12	AIR MATTRESS with PUMP					
13	ORIGINAL BULBS FOR NIDEK SLIT LAMPS					
14	DRYLINE WATER TRAP					
15	DOORSSEL for Local Autoclave					
16	STEEM BAL VALV 1/2 [S.S]					
17	WATAR LEVAL CALAM WITH SEAL RING (local Autoclave)					
18	SENER SCRUBING TAPE					
19	DATA CABLE					
20	TEMPRATURE CONTROLLER					
21	High Speed Starter Assambly for Hitachi X- ray machine					
22	TEMPRATURE SENSOR.					
23	HEATER ELEMENT 7KW					

24	AUTOCLAVE LOCAL (Horizontal)					
25	DIGNITY SHEET					
26	IGBT Module for Hitachi X-Ray Machine					
27	SPO2 FINGER PROBS OMIN IV					
28	NEBULIZER MACHINE-					
29	X RAY ILLUMINATOR					
30	BIPOLAR LEAD WITH FORCEP					
31	Console for Hitachi X-Ray machine					
32	PHACO CHAMBER					
33	TUBING FOR NIDEK PHACO					
34	DISPOSEBEL CASSETE FOR R-EVO SMART CR OPTIKON					
35	BUTTER FLY NUTT FOR LOCAL AUTOCLAVE					
36	SUPPORT ADAPTOR FOR OT TABLE RIGHT FOOT					
37	NIBP PUMP NIHON KOHDEN MONITOR MODEL 1763					
38	(16X30 AUTO CLAVE LOCAL) TANK 100 LITRE					
39	LOCAL AUTOCLAVE (16X30)					
40	NIHON KOHDEN TRANSDUCER					
41	MICROSCOPE CX31 LAMPE 6V30W					
42	PULSE OXIMETER PROBS FOR MINDRAY MONITORS					
43	BIPOLAR LEAD					
44	MICROSCOPE BULBS 12X100					
45	EMG/NCS WIRE RECORDING WIRE THREE HEADS					
46	LITHIUM 3 V CR 1225 OR 1220					
47	NIBP CUFF SINGLE LINE TUBE LESS					

48	PRESSURE SWITCH FOR (RO PLANT)					
49	RUBBER SEAL FOR LOCAL AUTOCLAVE					
50	BILIRUBIN LIGHT RADIOMETER FOR PHOTOTHERAPY LIGHT					
51	CX-100 NEONATE SPO2 PROBE					
52	NEONATE SPO2 PROBE FOR CONTAC MEDICAL MONITOR					
53	NEONATE BP CUFF FOR with hosepipe for CONTEC MEDICAL MONITOR					
54	Foreign body forcep.					
55	MODIFICATION KIT.					
56	FLOW MOTOR WITH HEAD					
57	DEGASSING MOTOR WITH HEAD					
58	CHAMBER DIAPHRAM					
59	MASK - COMFORT FULL 2					
60	PROBE G-610 2MM					
61	SPOT BULB 60WATT (PHILIPS) (APS).					
62	BP CUFF ADULT FOR CARDIAC MONITORS					
63	MINDRAY CARDIAC MONITORS PULSE PROBS ADULT					
64	BATTERFLY WITH SCREW FOR MANAUL AUTOCLAVE					
65	AUTOCLAVE STEAM HORIZONTAL (PAK MADE)					
66	ORIGINAL BULBS FOR NIDEK SLIT LAMPS					
67	Nephroscope Peads (China)					
68	SPO2 PROBE FOR PATIENT MONITER IMAC-15					
69	DEFIBRILLATOR BATTERY FOR NIHON					

	KOHDEN MODEL TEC 5531K					
70	0-degree Telescope	China				
71	BATTERY FOR ZOLL D-FIBRILATOR					
72	MICROSCOPE BULB15V+150W					
73	SPO2 PROBE FOR PATIENT MONITOR CONTEC TM MODEL (CMS8000)					
74	PEEP VALVE	Oricare/seriusmed/Mindray/GE				
75	DOOR FOR HORIZONTAL AUTO CLAVE 150 TANK 16+30 LDS LOCAL MADE DOUBEL CHAMBER					
76	30-degree Telescope	China				
77	Fuse 100AMP, 700/750Watt					
78	CONTACTOR FOR RO PLANT					
79	Motor for Suction Machine					
80	BP CABLE CONNECTER Y SHAP FOR Nk					
81	LEAD ACID BATTERY 12 V 7.2 AH					
82	BP APPARATUS Digital					
83	BP APPARATUS Manal					
84	Hydraulic Oil for OT Table					
85	MOTOR REWINDING FCU					
86	VACUMME POINT (SET) GEM					
87	FINS FOR COOLING TOWER					
88	MEDICAL SUCTION VENTURIES					
89	O2 CYLINDER FLOW METERS					
90	FLOW METER					
91	O2 FLOW METER					
92	OXYGEN GAUGES					
93	OXYGEN FLOWMETER WALLMOUNTED					

94	OXYGEN FLOW METERS-					
95	RINGS FOR FLOWMETERS					
96	BOTTLES FOR FLOWMETERS					
97	BOTTLES FOR OXYGEN WALL MOUNTED FLOWMETERS					
98	OXYGEN CYLINDER					
99	OXYGEN POINTS WITH OXYGEN GAUGE					
100	CYLINDER CO2 25 KG TROLLEY					
101	CYLINDER DCP 50 KG TROLLEY					
102	CYLINDER CO2 5 KG					
103	SAFETY WALL COMPLETE 2 NO					
104	REPAIR OF CONDENSOR WATER PUMP MOTOR					
105	OXYGEN CYLINDER SIZE 48 CFT					
106	New Oxygen Cylinder 240 cft					
107	VACUUM MOTOR REPAIR					
108	AIR FILTER FOR AIR COMPRESSOR					
109	OIL SEPARATOR FOR AIR COMPRESSOR					
110	OIL FILTER FOR AIR COMPRESSOR					
111	OIL FILTER FOR VACUUM PUMP					
112	OIL SEPARATOR FOR VACUUM PUMP					
113	LINE FILTER ELEMENT 707/1202 N					
114	LINE FILTER ELEMENT 707/1203 N					
115	AUTO DRAIN FOR MEDICAL AIR PLANT					
116	MEDICAL VACUUM FILTER CARTRIDGE 707/1236.					

117	VACUUM PUMP OIL XVR 110 FOR BUSCH VACUUM PUMP					
118	MICRO SCOPE BULB 12V 100 W FOR ZEISS MAICROSCOP					
119	AESULAP POWER SYSTEM OIL SPRAY GB600					
120	CARDIAC MONITER STAND WALL MOUNTED					
121	baby warmer					
122	EQUIPMENT ENDOSCOPY					
123	MICRO SCOPE BULB 12V 100 W FOR ZEISS MAICROSCOP					
124	SLIDE WARMER. RANGE (ROOM TEMPERATURE TO 70 C).					
125	NEPHROSCOPE FOR ADULT	China				
126	OT LIGHT (SKYLUX 24V 40W)					
127	COPPER PIPE LINE VALVE 15MM					
128	COPPER PIPE LINE VALVE 22MM					
129	MEDICAL GAS COPPER PIPE 12MM					
	MEDICAL GAS COPPER PIPE 15 MM					
	MEDICAL GAS COPPER PIPE 22MM					
	MEDICAL GAS COPPER PIPE 35MM					
	COPPER PIPE LINE VALVE 15MM					
	COPPER PIPE LINE VALVE 22MM					
	COPPER PIPE LINE VALVE 35MM					
	MEDICAL GASES OUT LET OXYGEN					
	MEDICAL GAS VACUUM OUTLET					
130	FIIRE CEMENT					
	FIRE CLAY					

	DE SCALER				
	ASBESTOS DOORI 2"				
	JOINT SHEET				
	SULPHATE				
	SILICATE				
	PHOSPHATE				
131	HIGH TEMPERATURE GREASE				
	DE SCALER				
	NEUTRILIZER				
	VACUUM OIL (ROBIN AIR USA				
	CLOSED CIRCUIT CHEMICAL 2808				
	RUBBER COUPLING (APS)				
	BEARING (6308C3)				
	OPEN CIRCUIT CHEMICAL (308)				
	RAISEN				
	HARDENER				
	FIBER MESH				
	BELT A27				
	RUBBER GAS KIT SHEET (APS)				
132	WHEELS FOR WHEEL CHAIRS WITHOUT BASE				
	WHEELS FOR WHEEL CHAIRS WITH BASE				
	WHEELS FO STRETCHERS WITHOUT BASE				
	WHEELS FO STRETCHERS WITH BASE				
133	Curtain Cloth.				
134	Curtain Hooks.				
135	Roller Blind with upper shutter & installation.				
136	Bath Towel				
137	Sanitizer Pump with bottle 500ML				
138	Hand sanitizer dispenser wall mounted				
139	Weight Machine (Analog)				

140	Dust Bin (30 Liters)					
141	Bleach (Sodium Hypochlorite) (Branded)					
142	NIV Mask All sizes					
143	11.1V, 4500mAh for Anesthesia					
144	Dispenser for Paper Towel roll					
145	EMG NEEDLE HOLDER.					
146	ALBUMIN STRIPS					
147	HYDRON MEMBRANE CLEANER CHEMICAL					
148	AIR DETECTOR SENSOR FOR DIALYSIS MACHINE(MODEL:4008)					
149	CORBON BRUSHES FOR DIALYSIS MACHINE (MODEL: 4008S)					
150	CONCENTRATION PUMP FOR DIALYSIS MACHINE (MODEL:4008S)					
151	SPRING SET FOR CONCENTRATION PUMP FOR DIALYSIS MACHINE (4008S)					
152	WATER INLET FILTER FOR DIALYSIS MACHINE (4008S)					
153	MAGNETIC CONTACTOR (GMS18)					
154	WATER LEVEL GLASS TUBE					
155	Element 9kva					
156	P4-12, 12V, 4.0AH (SEALED RECHARGEABLE LEAD-ACID BATTERY)					
157	STEAM PRESSURE VALVE					
158	LEAD ACID BATTERY 12 V 7.2 AH					
159	Class B autoclave 23L					
160	Medical Grade LCD 24/27					
161	Lead Apron 3PEC					
162	RO Plant for Local Autoclave					

163	BIPOLAR LEAD WITH FORCEP					
164	BULB FOR LARYNGOSCOPE					
165	BLOOD WARMER					
166	Iv Stand 4Wheels S.S					
167	Indicator Strips					

NOTE: Brand Name, Specification of Product, Pack size unite price & Pack Price is Mandatory.

Do's and Don'ts

- Do attach authorization letter for items.
- Do attach only authentic documents.
- Do attach only legible/readable documents.
- Do attach table of contents on top of the bid documents.
- Don't attach fake and forged documents.
- Don't attach unreadable, misprint and dim/ dull documents.

10. Award of Contract:

After opening of the bids of the firm / contractor quoting the lowest rates in each item are accepted.

11. 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.

12. Sub-Letting Contract:

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Services provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

AGREEMENT DEED

This agreement is made on this day **DD/MM/YY** for the fiscal year **2024-25** between M/s _____

Address: _____ Through: _____ S/O: _____ NIC No:

_____ Designation: _____ referred as 1st Party, which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, successors and assigns).

And

The **Lady Reading Hospital, Medical Teaching Institute, Peshawar, through its Hospital Director** (hereinafter referred as 2nd Party which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, and assigns

WHEREAS the 1st party has agreed to supply _____ **FY 2024-25** (hereinafter referred as goods) out of the fresh stock to the 2nd party on the following terms and conditions: -

Definitions:

- a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) "The Supplier" means the individual agent of firm or firm supplying the Goods and Ancillary Services under this Contract.
- f) "The Project Site," where applicable, means the place or places named in this contract.
- g) "Day" means calendar day.

Terms and conditions:

1. 1st party shall deliver and install the stock at the premises and precincts of Lady Reading Hospital, Peshawar. On the FOR base.
2. Standard Bidding Document (SBD) of KPPRA and Bid Solicitation Document (BSD) by LRH are integral part of this agreement
3. The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this agreement. The first party shall include the ancillary services attached with goods.
4. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in contract:
 - i. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - ii. Furnishing of tools required for assembly and / or maintenance of the supplied Goods;
 - iii. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- iv. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time indicated in purchase order, provided that this service shall not relieve the first party of any warranty obligations under this Contract; and
 - v. Training of the second party's personnel, at the first party's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
6. The firm will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of second party.
 7. The first party warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The first party further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the second party specifications) or from any act or omission of the first party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of second party.
 8. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
 9. The second party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the first party, may terminate this Contract in whole or in part:
 - a. if the first party fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the second party; or
 - b. if the first party fails to perform any other obligation(s) under the Contract.
 - c. if the first party, in the judgment of the second party has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

10. “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.
11. In case the firm failed to complete the supply till due date a penalty as per detail below will be charged from the firm.
 - a. Penalty @ 2% for late supply up to 15 days.
 - b. Penalty @ 5% for late supply beyond 15 days. Once the maximum is reached, the second party may consider termination of the contract.
12. The 1st party shall be responsible for the transportation and transportation charges. The 1st party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (imported items) from the date of execution of this agreement or as extended or reduce by the 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.
13. The 1st party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the 2nd party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied goods.
14. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, deeds or documents which the 2nd party may in its sole discretion require, the 1st party will do the needful.
15. The 1st party will be furnishing all such information as the 2nd party may at any time or from time to time required relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.
16. The first party shall not, without the prior written consent of second party, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

second party in connection therewith, to any person other than a person employed by the first party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

17. The first party shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
18. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the second party.
19. The 2nd party will be at liberty, at all time and shall have the right to return the goods, provided/delivered by the 1st party with regard to quality quantity, value or otherwise fitness for use. Notwithstanding any contained hereinabove, it is hereby agreed by both parties that the 2nd party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
20. The first party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the first party shall promptly notify the second party in writing of such condition and the cause thereof. Unless otherwise directed by the second party in writing, the first party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
22. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
23. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
24. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
25. The quantity of good shall not exceed the quantity provided in bidding documents, which shall include the tender notices, TORs, BSDs, technical evaluation reports financial evaluation report and minutes of purchase committee.
26. In case the goods not confirmed to quality, quantity and specification as provided in bidding documents the goods shall be return to the suppliers. The supplier shall be liable to fine as mentioned in clause-11 as well as penalty which may extended to 10% of the purchase price.
27. The firm/ supplier carries out all verbal / written orders of the hospital regarding all matters, concerning goods in letter & spirit, Willful default shall lead to cancellation of contract a fine which may extend to Rs. 50,000/-.
28. Payment to the supplier shall be on presenting a bill in the shape of summary duly verified by finance department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
29. The goods shall be open to inspection at all times during the contractual period. The inspection of good shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
30. Besides the above conditions the 1st party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute fresh agreement if needed.
31. Any difference or dispute which may arise between the parties of their representative agents regarding right and liabilities of the parties or any other matter relating to this deed may be referred to the **Board Of Governor** and their decision will be final in all respect and the 1st party will not be authorized to sue the 2nd party before any forum, court or tribunal anywhere.

IN WITNESS WHEREOF the parties above named have executed this agreement and have carefully pursued the terms and condition embodied.

Name.....

CNIC No.....

M/S

Address.....

Witness of the first party

Name

CNIC No

Address

Hospital Director

Medical Teaching institute

Lady Reading Hospital, Peshawar

Witness of the Second party

Name.....

CNIC No

Address.....