



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

Contact No: 091-9211927

**BID SOLICITATION DOCUMENTS
For
Cardiothoracic & General Surgery Disposable Items 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.

*Manager Material Management
LRH/MTI Peshawar*

*HOD Cardiothoracic
LRH/MTI Peshawar*

*HOD General Surgery
LRH/MTI Peshawar*

*A.D Legal
LRH/MTI Peshawar*

*Director Finance
LRH/MTI Peshawar*

*Nursing Director
LRH/MTI Peshawar*

*Associate Hospital Director
LRH/MTI Peshawar*

*Medical Director
LRH/MTI Peshawar*

*Hospital Director
LRH/MTI Peshawar*

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1. INTRODUCTION:

Lady Reading Hospital (LRH) Medical Teaching Institution (MTI) Peshawar invites. Item wise sealed bids from the eligible bidders (Manufacture / Importer / Authorized Distributor) for procurement of Cardiothoracic & General Surgery Disposable items 2024-25 for Hospital Open Competitive Bidding under rule 6(2) (b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

2. INSTRUCTIONS TO BIDDERS:

- 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.
- The bids will be opened on **14/06/2024** at 11:30 AM by committee in presence of the bidders/representatives who choose to attend
- Pre-bid meeting with the interested bidders will be held on **06/06/2024** at Committee Room of Material Management Department of the Institution.
- Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
- All the bidders are required to provide annexure wise complete requisite documents with page Qualification as prescribed under the rules.
- The bid should be complete in all aspects and must be signed by the bidder.
- 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.
- **Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.**
- For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one week prior to the opening date.
- 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.
- 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:
 - i. Received without earnest money;
 - ii. It is received after the date and time fixed for its receipt;
 - iii. The tender document and the bid are unsigned;
 - iv. The offer is ambiguous;

- v. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
 - vi. The offer is from blacklisted firm in any Federal / Provincial Government / Private department;
 - vii. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted, the quoted Price must be preprinted and hand written quoted price will not be acceptable;
 - viii. The tenders must be according to hospital specification (SBDs);
 - ix. Alternate rates (**Double rates for single Items**) will not be acceptable.
- Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
 - Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
 - Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
 - In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
 - 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-MTI Peshawar's future bids.

3. ELIGIBILITY CRITERIA:

- Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- The bidder must be registered with Income / Sales Tax Department / reflected on Active Taxpayer List of FBR.
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 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.
- Bidder shall clearly mention local office address, mobile and phone number and email address and name of representative.
- Rates valid till 30 June 2025.
- Brand Must be Mentioned with all Quoted items.

4. GENERAL CONDITIONS:

1. LRH-MTI Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. Alternative bid shall not be considered and shall be rejected by the Competent authority.
3. At any time prior to the deadline for submission of bids, LRH-MTI Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective
4. Bidder, modify the bidding documents by amendment.
5. 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.
6. LRH-MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

5. INVITATION FOR BIDS

Hospital Director Lady Reading Hospital (LRH) / Medical Teaching Institute (MTI), Peshawar invites sealed bids under National Competitive Bidding for the procurement of **Cardiothoracic & General Surgery Disposable 2024-25** for Hospital, under rule 6(2)(b) “*single stage two envelope*” of KPPRA Rules 2014, from Manufacturers / Importers / Authorized Distributors registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security @ Rs. 500,000 /- in shape of Call Deposit Receipt (CDR) in the name of **Hospital Director LRH-MTI Peshawar**. CDR must be from the firm/bidder/contractor account. Pre-bid meeting with the interested bidders will be held on **06/06/2024** at 11:00 AM at the Committee Room of Material Management Department of the institution.

The tenders complete in all aspects must reach the undersigned by 11:00 AM on **14/06/2024**, which will be opened at 11:30 AM on the same day in committee room of the Hospital in the presence of the committee and the bidders / representatives who may choose to attend.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

6. BID Security

Bid security @ **Rs. 500,000/-** in shape of Call Deposit in favor of “Hospital Director LRH-MTI Peshawar”

The bid security may be forfeited:

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

7. BID VALIDITY:

- I. The bids should be valid for a period of 180 Days.
- II. In exceptional circumstances, LRH-MTI Hospital may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

8. Specification of Cardiothoracic & General Surgery Disposable Items for year 2024-25, LRH/MTI, Peshawar

S.NO	Product
1	Linear Stapler (All Sizes)
2	Reload for Linear Stapler (All sizes)
3	Linear Cutter (All Sizes)
4	Reload for Linear Cutter (All Sizes)
5	Curved Stapler (All Sizes)
6	Reload for Curved Stapler (All Sizes)
7	Circular Stapler (All Sizes)
8	Reload for Circular stapler (All Sizes)
9	Contour Stapler (All Sizes)
10	Reload for Contour Stapler (All Sizes)
11	Endo Staplers (All Sizes)
11B	Endo staplers reloads (All sizes)
12	Advance Vessel Sealing Devices Articulating & Non-Articulating (Shares with all accessories)
A	Bipolar
B	Ultrasonic
C	Radio Frequency
13	Multi operating loading unit for endo staplers
14	Blue/Gray harmonic Handpiece/ Sonicision
15	Wound protector
16 A	Mesh 6 x 11
16 B	Mesh 15 x 15
16 C	Mesh 30 x 30
17	Ligasure Shears for laparoscopic surgery (37cm)
18	Harmonic Shares
S. No	Nomenclature
1	Thoracoports (All sizes)
2	Trocar A) Disposable B) Autoclave
3	Visiport
4	5 mm Endoscopic Grasper Disposables
5	5 mm Endoscopic Grasper Re useable
6	5 mm Endoscopic Scissor Disposables
7	5 mm Endoscopic Scissor Re-Useable
8	5 mm Endoscopic Dissector Disposables
9	5 mm Endoscopic Dissector Re-Useable
10	Endo lung 12mm Tringale shape designed for grasping lung and other tissues
11	Endo Clinch 5mm atraumatic grasper with on/Off ratchet switch and 360* rotation
12	Roticator Endoscopic Dissector 5mm with 0-80 Degree articulating tip and 360* rotation
13	Roticator Endoscopic Grasper 5mm with 0-80 Degree articulating tip and 360* rotation
14	Endostitch Instrument 10 mm for use with double point needle suture combination
15	Disposable suture loading units for Endostitch instrument: polyester, silk, nylon, absorbable suture

16	Endo Catch Specimen Removal Kit: 10mm with leak proof and impervious material to cancer cells of 0.5 microns/ pretied purse string on pouch.
17	Endo Retract 10mm three finger Retracter
18	Endo Bag specimen retrieval system sizes:3x6 & 5x8
19	Chest Bottle
20	Bronchile Tube Right & Left all sizes
21	Hem-o-Lock with Applicator and Clips Medium Size
22	Hem-o-Lock with Applicator and Clips Large Size
23	Liga Clips All Sizes
	Laparoscopic Instruments (Re-Usable) All Types
24	Dissector and graspers (All Sizes)
25	Scissor All Sizes
26	Johans forceps All Sizes
27	Trocars All Sizes
28	L-Hook All Sizes
29	Needle Holer All Sizes
30	Curved Fenestrated grasper 37 cm (all sizes of Jaw)
31	Laparoscopic Suction nozal (all sizes)
32	Specimen Retrieval Bags of All Sizes
33	Uterine Manipulator
34	Murcipolatr for Spleen in Fibroids
35	Gold Finger Forcep for Bariatric
36	Laprosopic Vascular Clamps
37	Laparoscopic Instruments (Disposables) All Types & Sizes
38	Dissector All Sizes & types
39	Scissor All Sizes & types
40	Grasper All Sizes & types
41	Trocars All Sizes & types
42	L-Hook All sizes & types
43	Needle Holer All Sizes
44	Linear Stapler for Bronchus All Sizes
45	Linear Stapler for Stomach All Sizes
46	Linear Stapler for Lung All Sizes

9. Technical Criteria for Cardiothoracic & General Surgery Items 2024-2025

S#	Parameters	Sub-parameters	Marks
1	Legal Requirement	Brand Must be Mentioned with all Quoted items	Mandatory
		NTN Registration Certificate	Mandatory
		Sales Tax Registration Certificate	Mandatory
		KNTN registration Certificate	01
		Undertaking that Firm/Company is not blacklisted in any government/Semi Government and have no litigation pending in any court of law in Pakistan	Mandatory
		Firm Experience above 5 years (FBR/Income tax Registration should be attached)	02
2	Samples Evaluation	i. Excellent 25 Marks ii. Good 15 Marks iii. Poor 0 Marks	25
3	Satisfactory Performance Certificate	Satisfactory Performance certificate from different Institution 02 Marks for 1 Certificate.	08
		Satisfactory Performance certificate from LRH 02 Marks for 1 Certificate.	02
4	Product Certification		09
		FDA Approved	06
		CE Approved	03
5	Financial Capabilities		15
	Turnover in Million (I-T-T and IT-II Form)	i. 01-50 Million	2
		ii. 51-100 Million	3
	Bank Statement	Bank Statement of Last 02 Years (2.5 Marks for each year)	5
	Audit Report	Audit Report of last 2 years (2.5 Marks for each year)	5
7	Offices	Total Allocated marks	08
		At Peshawar	5
		At National	3
	Total Marks		70
	Qualifying Marks		49

Financial Criteria:

S #	Parameters	Sub-Parameters	Total Marks
	Price		30
		Lowest Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (Fm) ÷ Price of Bid under consideration (F)] x 100 x 0.30	30

10. BLACKLIST OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklist 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 MTI Peshawar.

Procedure for blacklist 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. Competent authority of Lady Reading Hospital MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
6. The show-cause notice shall contain the statement of allegation against the Bidder.
7. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
8. 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.
9. 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.
10. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
11. The order of competent authority shall be communicated to the bidder by indicating reasons.
12. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
13. The duration of debarment may vary up to five years depending upon the nature of violation.

11. REDRESSING OF GRIEVANCES

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 redressal 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.

12. AWARD OF CONTRACT:

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

13. PAYMENT:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply and inspection

14. TERMS & CONDITIONS

- a) The delivery should be made within 30 days.
- b) If the supply is not done within the period mentioned in the supply order, penalty @ 2% will be charged upto 15 days and beyond 15 days the penalty will be charged @ of 5%.
- c) The bidder must register with Income / Sales Tax Department
- d) No advance payment will be permissible.
- e) The payment will be made after successful supply and inspection of all requisite items.
- f) The Hospital may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

15. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

AGREEMENT DEED

This agreement is made on this day / /2024 for the fiscal year 2024-25 between M/s _____ Address Address; _____ Through: _____ S/O: _____ NIC No: _____

Designation: **CEO** 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. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
8. 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.

9. “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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the second party.
18. 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.
19. The 1st party shall be bound under this agreement to provide the warranty and services of equipment which must be three years with spare parts from the date of installation and 2 years without spare parts. The 1st party shall be bound to keep available the spare parts for 10 year.(Not Applicable)
20. The 1st party shall deposit an amount of **Rs. 10%** of the purchase price as service security, which will be refundable after expiry of the period of warranty/ guaranty and services after necessary adjustments. (Not Applicable)
21. 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.

22. 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.
23. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
24. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
25. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
26. 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.
27. 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-10 as well as penalty which may extended to 10% of the purchase price.
28. 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 extended to Rs. 50,000/-.

29. 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.
30. 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.
31. 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.
32. 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.....

Hospital Director
 Medical Teaching institute
 Lady Reading Hospital, Peshawar

Witness of the first party
 Name
 CNIC No
 Address

Witness of the Second party
 Name.....
 CNIC No
 Address.....

TENDER CARDIOTHORACIC & GENERAL SURGERY DISPOSABLES 2015