

Medical Teaching Institution (MTI)

Khyber Teaching Hospital (KTH)

Peshawar

Contact No: 091-9224400

BID SOLICITATION DOCUMENTS

For

CSSD Consumables 2025-2026

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.

After Pre-Bid Documents Changes are marked in Red

INTRODUCTION:

Medical Teaching Institution (MTI)/ Khyber Teaching Hospital Peshawar invites. Sealed bids From the eligible bidders for the procurement of CSSD Consumables for Hospital under Open Competitive Bidding under rule 6(2) (a) "**Single Stage Single Envelope**" bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (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 and rules made there under, along with Standard Bidding Documents.
2. The bids will be opened on 05-3-25 in the presence of the bidders/representatives who choose to attend
3. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
4. The bid should be complete in all respects and must be signed by the bidder.
5. All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. GST Shall be included where applicable
6. Bidders are essentially required to provide correct and latest postal/email/web addresses, and phone/mobile/fax numbers for active and timely communication.
7. For any query, or clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
8. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
9. Any bid not received as per the terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - a. Received without earnest money;
 - b. It is received after the date and time fixed for its receipt;
 - c. The 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. Deptt:
 - f. Only typed tender on original prescribing letter pad, sealed & signed should be submitted, the quoted Price must be pre printed 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.
10. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.

11. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
12. 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 KTH Peshawar's future bids.
13. The brand name must be mentioned on each quoted item.
14. The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.
15. 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.
16. The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.
17. 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.
18. 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
19. 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.
20. 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:-
21. 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.
22. 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;

23. 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
24. 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.

2) 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 as Active Tax Payer on the list of FBR.NTN and for services KNTN.
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- The bidder shall provide an undertaking that supplies will be according to approved sample throughout the year, if in any case low standard or quality compromised found in supplies, that supply will be confiscated along with legal action against the bidder.
- Sample submission within 1 week after sample submission letter issued to each bidder, if samples not provided on specific time period the bid will be considered as non-responsive
- 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.
- The bidder must be manufacturer/ Importer / authorization certificate.
- **Local office (Peshawar)**

3. GENERAL CONDITIONS: -

1. KTH Peshawar shall evaluate the bid 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, KTH 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.
4. 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.
5. KTH MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
6. After receiving purchase order, the supply must be delivered within 15 days for local items and 90 days for import items with proof of import documents.

**Khyber Teaching Hospital
Medical Teaching institute
Peshawar**

Phone: 091-9224400

INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Khyber Teaching Hospital Peshawar**

Invites sealed tenders under National Competitive Bidding for the procurement of CSSD Consumables for Hospital, under rule 6(2)(a) **“single stage Single envelope procedure”** of KPPRA Rules 2014, from Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security Rs-250,000/- in shape of Call Deposit Receipt (CDR) in the name of Hospital Director KTH Peshawar.

The tenders complete in all respects must reach the undersigned by 10:00 hrs. on 05-3-25, which will be opened at 10:30 hrs on the same day in the office of the Manager Supply Chain in the presence of the tender opening 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.

4. BID Security

Bid security Rs-**250,000/-** in shape of Call Deposit refundable drawn in favor of "Hospital Director KTH Hospital"

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 a period of 90 Days.
- ii) In exceptional circumstances, KTH 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. BID VALIDITY:

Rates approved will be valid till 30-06-2026.

PROPOSED CSSD CONSUMABLES LIST

| Item # | Item Name | U/M | Qty |
|--|---|-----------|-----|
| PACKING PAPER (CREPE PAPER) | | | |
| 1 | Crepe Paper Sheet Green (50x50) cm x 500 sheets CE/FDA Approved | Pack/Case | |
| 2 | Crepe Paper Sheet Green (60x60) cm x 500 sheets CE/FDA Approved | Pack/Case | |
| 3 | Crepe Paper Green (75x75) cm x 250 sheets CE/FDA Approved | Pack/Case | |
| 4 | Crepe Paper Green (90x90) cm x 250 sheets CE/FDA Approved | Pack/Case | |
| 5 | Crepe Paper Green (100x100) cm x 250 sheets CE/FDA Approved | Pack/Case | |
| 6 | Crepe Paper Green (120x120) cm x 100 sheets CE/FDA Approved | Pack/Case | |
| PACKING REELS (FLAT & GUSSETED) | | | |
| 7 | STERILE PACKAGING REEL, FLAT WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, 3" (7,5 X 200 MTR), medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 8 | STERILE PACKAGING REEL, FLAT WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, 4" (10 X 200 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 9 | STERILE PACKAGING REEL, FLAT WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, 6" (15 X 200 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 10 | STERILE PACKAGING REEL WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, FLAT, 8" (20 X 200 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 11 | STERILE PACKAGING REEL WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, FLAT, 10" (25 X 200 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 12 | STERILE PACKAGING REEL WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, FLAT, 12" (30 X 200 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |

| | | | |
|-----------------------------|--|------|--|
| 13 | STERILE PACKAGING REEL WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, FLAT, 4" (10 X 200 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 14 | STERILE PACKAGING REEL, GUSSE WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, 6" (15 X 100 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 15 | STERILE PACKAGING REEL, GUSSE WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, 8" (20 X 100 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS). Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 16 | STERILE PACKAGING REEL, GUSSE WITH BUILT IN PROCESS INDICATORS FOR STEAM, EO,FO STERILIZATION, 10" (25 X 100 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS).Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 17 | STERILE PACKAGING REEL, GUSSE WITH BUILT IN PROCESS INDICATORS FOR STEAM,EO,FO STERILIZATION, 12" (30 X 100 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS).Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 18 | STERILE PACKAGING REEL, GUSSE WITH BUILT IN PROCESS INDICATORS FOR STEAM,EO,FO STERILIZATION, 14" (35 X 100 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS).Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 19 | STERILE PACKAGING REEL, GUSSE WITH BUILT IN PROCESS INDICATORS FOR STEAM,EO,FO STERILIZATION, 16" (40 X 100 MTR) medical grade paper 60gms.: Film thickness 52 micron (FILM PET 12 / PP 40 SHATTERLESS).Reel have a shelf-life of 5 years with test reports. CE/FDA Approved | Roll | |
| 20 | STERILE PACKAGING REEL Tyvek, 4" x 70 Mtr. CE/FDA Approved | Roll | |
| 21 | STERILE PACKAGING REEL Tyvek, 6" x 70 Mtr. CE/FDA Approved | Roll | |
| 22 | STERILE PACKAGING REEL Tyvek, 8" x 70 Mtr. CE/FDA Approved | Roll | |
| 23 | STERILE PACKAGING REEL Tyvek, 10" x 70 Mtr. CE/FDA Approved | Roll | |
| 24 | STERILE PACKAGING REEL Tyvek, 12" x 70 Mtr. CE/FDA Approved | Roll | |
| Heat Sealing Pouches | | | |
| | Flat pouch size 150*300mm (CE/FDA Approved) 1000/Pack | | |

| | | | |
|--|---|--|--|
| | Flat pouch size 250*350mm (CE/FDA Approved) 1000/Pack | | |
| | Flat pouch size 250*400mm (CE/FDA Approved) 1000/Pack | | |
| | Flat pouch size 300*400mm (CE/FDA Approved) 1000/Pack | | |
| | Flat pouch size 300*450mm (CE/FDA Approved) 1000/Pack | | |

Sterilization Monitoring, Validation & Documentation Products

| | | | |
|----|---|--------------------|--|
| 25 | Lead Free & latex Free Autoclave tape for Steam. 18MM x 50 Mtr. | Roll | |
| 26 | Bowie Dick test Start-up kit, consisting of a Compact-PCD® and 100 BDS-adhesive indicator strips. Simulating 7 kg cotton pack according to EN ISO 11140-4. | Set | |
| 27 | Batch Monitoring Start-up kit, consisting of 1 Compact-PCD for solid, porous & Hollow loads testing according to EN 867-5 and 100 adhesive indicator strips. | Set | |
| 28 | Refill Pack with adhesive indicator strips for BDS (Box of 100 strips) | Box | |
| 29 | Refill Pack with adhesive indicators strips for BMS PCD (Box of 500 Strips) | Box | |
| 30 | Manual Printing 3 Line Labelling Gun | Nos. | |
| 31 | Double adhesive 3 Line labels with process indicator for Steam according to EN ISO 11140-1. | Roll of 750 | |
| 32 | Double adhesive 3 Line labels with process indicator for H2O2 according to EN ISO 11140-1. | Roll of 750 | |
| 33 | Self-contained Biological Indicators for steam | Box of 100. | |
| 34 | Self-Contained Biological indicator for H2O2 | Box of 50. | |
| 35 | Bio Compact PCD for Biological Indicators according to EN 867-5 | Nos. | |
| 36 | Incubator with aluminum Block for variable temperature selection and programming of the incubation time | Nos. | |
| 37 | Self-Adhesive Package Monitoring Indicators for steam Type 4 according to EN ISO 11140-1. | Box of 3200 Strips | |
| 38 | Package Monitoring Indicators for H2O2 Box of 3200 | Box | |
| 39 | Refill packs with Level 2 self-adhesive cleaning indicators for validation and monitoring of cleaning processes. (single indicators) | Box of 320 | |
| 40 | Cleaning indicator holder stainless steel to be used with Cleaning Indicators for WDs. | Nos. | |

MANUAL/AUTOMATIC CLEANING /WASHING & DISINFECTION SOLUTIONS

| | | | |
|----|---|----------------|--|
| 41 | Mildly alkaline/enzymatic instrument Cleaner i.e. combination of surfactants & sophisticated enzymes, biodegradable & doesn't require neutralization. Cleaning Temperatures should be 35-45 C° . | Can of 5 Ltr. | |
| 42 | Neutral Rinsing and drying aid with slight Lubricant effect. approx. PH 7.9 | Can of 5 Ltr. | |
| 43 | Low / intermediate level Cleaner & Disinfectant for Manual/Ultrasonic cleaning & Disinfection of instruments (1 component product). Should be VAH (German Association for Applied Hygiene). Aldehyde free. Service life should be 14 Days. | Btl. of 1 Ltr. | |

| | | | |
|----|---|------------------|--|
| 44 | Descaler/troubleshooter for Stainless steel instruments with Passivation characteristics. approx. pH 2.2-1.1 | Can of 5 Ltr. | |
| 45 | Manual Lubricant for treatment of surgical instruments, CFC & silicon Free. According to European Pharmacopia Recommendations. | Bottle of 400 ml | |
| 46 | High Level disinfectant Solution, ready to use with prepared solution service life of 14 days with validation strips (paracetic acid solution) | Can of 5 Ltr. | |
| 47 | Surface Disinfection Solution, aldehyde free | | |
| 48 | Hydrogen peroxide in aqueous solution compatible to PLASMA Sterilizer Machine. | Nos. | |
| 49 | Reusable Jar / Bottle Brush | NOS. | |
| 50 | Autoclave Regular Brush Cleaning Kit | NOS | |
| 51 | Asymmetric Double wire Brush | NOS | |
| 52 | Broncho brushes | NOS | |
| 53 | Nylon twisted wire brushes | NOS | |
| 54 | Frazier/Baron suction tubes | NOS | |
| 55 | Frazier/Baron suction tubes | NOS | |
| 56 | Nylon twisted wire brushes | NOS | |
| 57 | Reusable External Cleaning Brush | NOS | |
| 58 | 20" / 50 cm Asymmetric Double-End Wire Brush | NOS | |
| 59 | 26" / 65 cm Asymmetric Double-End Wire Brush | NOS | |
| 60 | 16" / 406 mm Nylon Twisted Wire Brushes | NOS | |
| 61 | Instruments Cleaning Brushes Kit 1-Rigid reusable flat brush 3- Flexible reusable flat brush Different sizes 4- Extra Flexible reusable flat brush | NOS | |
| 62 | Instrument Identification Tape | NOS | |
| 63 | Water Filters | NOS | |
| 64 | RO Membranes | NOS | |
| 65 | Mix Bed Resin | NOS | |
| 66 | Pure white Crystal Salt | NOS | |
| 67 | Heat Protective Gloves for Unloading of sterile Goods | Pairs | |
| 68 | Protection Gloves for Decontamination area | Pairs | |
| 69 | Protection Shoe Covers for decontamination Area | Nos. | |
| 70 | Cartridges for shoe cover Machine | Nos. | |
| 71 | Instruments foam gel spray | Nos. | |
| 72 | SS cleaner | Nos. | |
| 73 | Silicon Spray for autoclave gasket | Nos. | |
| 74 | Thermal Paper for Autoclave for CISA -Matachana | Nos | |
| 75 | Cassette for plasma Sterilizer | Nos | |

Note: Samples may be called for all the above items if required.

7. Award of Contract:

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

8. Payment:

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

After Pre Bid

AGREEMENT DEED

This agreement is made on this day / /2025 for the fiscal year 2025-26 between M/S **ASIA SURGICAL PESHAWAR** Address: **SHEIKH WALA ROAD KAMBOH ADDA RING ROAD PESHAWAR**
Through: **MUHAMMAD MANSOOR ALAM** S/O: **MUHAMMAD ALAM** NIC No: **17102-7742500-7**
Designation: **PROPRIETOR** 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 **APPROVED BEDDING/CLOTHING ITEMS** **FY** **2025-26** (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-10 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.

