



KHYBER TEACHING HOSPITAL PESHAWAR
(MTI)
BID SOLICITATION DOCUMENTS
For
THE BELOW EQUIPMENT

| S # | Name Of Equipment | Bidding Procedure | Bid Security (CDR) | Prices Required |
|------------|---------------------------------|----------------------------------|---------------------------|--------------------------------|
| 1 | Eye Equipment FY 2023-24 | Single Stage Two Envelope | 300,000 | FOR & C&F basis |

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.

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1. INTRODUCTION:

Medical Teaching Institution (MTI)/ Khyber Teaching Hospital Peshawar invites. Item wise sealed bids from the eligible bidders (Manufacturers/ Importers/Authorized Dealers) for procurement of Eye Equipment on Open Competitive bidding under rule 6(2) (b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

| <i>Description</i> | <i>Dates</i> |
|--|---|
| <i>Closing/Last submission date and time</i> | 29-02-2024 / 10:00AM |
| <i>Opening time</i> | 10:30AM |
| <i>Pre- Bid Meeting</i> | 13-02-2024 at 11:00 AM Supply Chain Department |

2. INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked “1-Technical Bids” and “2-Financial Bids” which should be packed in one outer envelope.
3. The technical bids will be opened on **29-02-2024 at 10:30** AM in presence of the bidders/representatives who choose to attend while the financial bids will be opened later on after the evaluation of technical bids. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
4. An affidavit is required, without indicating the figure in the Technical Bid that bid security is placed in the financial bid.
5. Pre-bid meeting with the interested bidders will be held on the above mention time and date in Supply Chain Department of the Institution.
6. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
7. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
8. The bid should be complete in all respect and must be signed by the bidder. Both the

offer (FOR & CNF) should be mention in the bid. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.

9. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
10. 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.
11. 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:
 - Received without earnest money;
 - It is received after the date and time fixed for its receipt;
 - The tender document and the bid is unsigned;
 - The offer is ambiguous;
 - The offer is conditional i.e. advance payment, or currency fluctuations etc.;
 - The offer is from blacklisted firm in any Federal / Provincial Govt. Deptt.;
 - Hand written bids shall NOT be accepted; it must be typed.
 - The Firm must quote C&F and FOR rates.
12. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
13. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
14. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.
15. In case of Bid Tie, the decision will be taken by making Post Qualification.
16. 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.
17. All the bidders are informing that no additional documents will be entertained after tender opening.

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.
- Manufacturers/ Importers/Authorized Dealers for procurement of quoted Equipment.
- The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN/KNTN and KPK Professional tax
- In case of the Importers/Authorized Dealers, the firm will ensure that the items are acquired from the original manufacturer and are procured through proper channel as advised by the original manufacturer.
- 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

4. GENERAL CONDITIONS: -

1. KTH 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. KTH Peshawar may increase or decrease the quantity of the items required, as per KPPRA rules.
4. 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.
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. The competent authority may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
7. **The firm will provide the country-of-Origin certificate.**

5. INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Khyber Teaching Hospital Peshawar** invites sealed tenders under National Competitive Bidding for the procurement of Eye Equipment for Hospital, under rule 6(2)(b) *“single stage two envelope procedure”* of KPPRA Rules 2014, from Manufacturers / Importers / Authorized Dealers registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security 300,000 in the name of Hospital Director KTH Peshawar. An affidavit is required, without indicating the figure in the technical bid that bid security is placed in the financial bid.

The tenders complete in all respect must reach the undersigned by 10:00 AM on 29-02-2024 Which will be opened at 10:30 AM on the same day in conference room of the KTH 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.

BID Security

Bid security 300,000 in favor of “**Hospital Director KTH Hospital**” should be kept sealed in the financial proposal. An affidavit is required without indicating the figure in the technical bid that bid security is placed in the technical proposal.

Bid security of the successful bidder will be released after submission of 10% Performance Guarantee.

The bid security may be forfeited:

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

6. BID VALIDITY:

- i) The bids should be valid for a period of 90 working Days from the date of opening.
- 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.

7. Statement of Requirement with Specification

AUTOREFRACTOMETER WITH KERATOMETER:

Specifications:

1. Refractive Power Measurement:

- | | | |
|--------------------------------------|---|---------------------------------------|
| a. Spherical refractive power | : | -25D to +22D (0.12D / 0.25D steps) |
| b. Cylinder refractive power | : | 0D to $\pm 10D$ (0.12D / 0.25D steps) |
| c. Astigmatic axial angle | : | 0° to 180° (in 1° to 5° steps) |
| d. Minimal measurable pupil diameter | : | Ø 2 mm |

2. Corneal Curvature Measurement:

- | | | |
|--|---|--|
| a. Corneal Curvature radius | : | 5.00 to 10.00 mm (0.01mm step) |
| b. Corneal refractive power | : | 33.75D to 67.50D (0.12D / 0.25D steps) |
| c. Corneal astigmatic refractive power | : | OD to $\pm 10D$ (0.12D / 0.25D steps) |
| d. Corneal astigmatic axial angle | : | 0° to 180° (1° to 5° steps) |
| e. PD measurement range | : | 20 mm – 85 mm (0.5mm step) |
| f. Data Transport Terminal LAN (Export) | : | USB (import) / RS-232C (Export) / |

3. Accessories:

- | | | |
|--|---|----------|
| • Built in thermal printer | | |
| • Printer rolls | : | 100 Qty |
| • Chinrest paper | : | 1000 Qty |
| • Model eye | : | 01 Qty |
| • Dust cover | : | 01 Qty |
| • Compatible Pure Sine Wave Online UPS | : | 01 Qty |
| • Imported Motorized stand and table top | | |

8. SPECIAL CONDITIONS OF THE CONTRACT: -

1. The items offered must have at least 5 years' warranty with parts.
2. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by MTI / KTH Peshawar
3. Successful Bidder will have to furnish a performance guarantee up to 10% of the contract value in shape of Demand Draft or Bank Guarantee in favour of the "Hospital Director KTH Peshawar.
5. In case of a successful bidder, who repudiates the contract or fails to furnish performance guarantee and as the case may be shall proceed for blacklisting and the work order will be placed to the Next Successful Bidder or from the alternative sources at the cost/risk of the concerned firm.
6. At the time of contract signing, the successful firm will have to provide a certificate of 10 (ten) Years parts easy availability in market.
7. All bidders shall comply with code of ethics formulated by KPPRA.
8. The supply shall be authenticated by quality assurance department of KTH and end user/Inspection committee.

9. Evaluation Criteria for Procurement of Bio-Medical Equipment:

Total Marks (Technical Criteria + Financial Criteria): TM: 70 + 30 =100

No chance will be provided for re-submission of secondary documentation. The bidders must carefully read the instructions; Non-compliance to the stated instruction may lead to their technical disqualification.

(Technical Evaluation Marks: 70)

Country of Manufacturer: USA, UK, Europe & Japan

| Sr. | Parameters | Sub-Parameters | Total Marks: 70 |
|-----|---|--|--------------------|
| 1 | Compliance to Purchaser's Specifications | Fully compliance to the required specifications as per statement of Requirement (Up to a maximum of four Minor deviations may be accommodated subject to the condition that main function and performance of the equipment in any aspect would not be adversely affected, however, one mark will be deducted for each minor deviation, (Up to 4 marks will be deducted). | 30 |
| 2 | Vis-à-vis Format | Vis-à-vis/Compliance sheet will not be considered as a technical Quotation | Mandatory |
| 3 | Product Certification | FDA | 3 |
| | | CE | 2 |
| | | MHLW | 2 |
| | | Out of the above three certificates, ONE certificate is mandatory | |
| 4 | Quality Certificates | Valid ISO 13485 (Medical Devices Quality Management System) | 2 |
| 5 | Product's Performance | Satisfactory Performance Certificates for the quoted model from the medical institutions within Pakistan (Supply order /Purchase order will not be considered as a per performance certificate) Each certificate carries one mark. Must be on the Institution letter head duly signed and stamped by HOD/Directors. | 4 |
| | | One mark for each satisfactory performance certificate for the previous models of the quoted system from the medical institution with in Pakistan (Supply order /Purchase order will not be considered as a performance certificate) Each certificate carries one mark. | 4 |

| | | | |
|---|---|---|------------------|
| | | Must be on the Institution letter head duly signed and stamped by HOD/Directors | |
| 6 | Firm Evaluation & Legal Requirements | Manufacturer Authorization Certificate, or Partnership Deed with manufacturer (original certificate to be produced during technical evaluation meeting) | Mandatory |
| | | Satisfactory performance certificate(s) issued by well reputable organizations/KTH each certificate carries one mark. Must be on the Institution letter head duly signed and stamped by HOD/Directors | 4 |
| | | Most Recent Audit Report duly signed and stamped by both the Chartered Accountant and company director(s) | 1 |
| | | IT-1 or IT-2 Form showing net annual sales | 1 |
| 7 | Technical Staff | Manufacturer trained engineer of the quoted equipment based in Peshawar. (To be verified with relevant documents/certificates) | 5 |
| | | Manufacturer trained service engineer of the quoted equipment at national level. (To be verified with relevant documents/Certificates) | Mandatory |
| 8 | Supplier's office for maintenance and 24/7 support | Availability of workshop and office in Peshawar | Mandatory |
| | | Availability of workshop at National level | Mandatory |
| | | Certificate to the affect that the firm will provide 95% uptime | Mandatory |
| | | Certificate for provision of response time of 4 Hours or less to a service call | Mandatory |
| | | Certificate for provision of training in the use of equipment to the relevant staff. | Mandatory |
| | | Certificate for provision of back up unit (equipment) in case of any fault in the supplied unit within 07 Working days, If the company fails to provide the backup unit within 07 Working days a penalty of PKR. 20,000 per calendar week shall be charged to the firm. | Mandatory |
| | | List of tools, testing equipment and calibration equipment relevant to the product | 1 |
| | | Spare Parts readily available beyond ten years from the manufacturer | Mandatory |

| | | | |
|---|---|--|------------------|
| 9 | Standard Warranty | The warranty period of FIVE (05) YEARS (unconditional and comprehensive) of complete equipment including labor and free supply of Parts | Mandatory |
| 10 | Additional Warranty | Additional warranty of complete equipment including labor and free supply of Parts. (2 Marks per year) | 6 |
| 11 | Post warranty Maintenance Contract | Post warranty maintenance contract, including service, Parts, (Companies to offer percentage (%) of the contract value in the technical bid. The lowest will get the full marks. (Lowest / Quoted) * 5 | 5 |
| Total Marks of Technical Evaluation Criteria | | | 70 |

Total Marks in Technical Criteria: **70**

Qualifying Percentage in Technical Criteria: **70%**

Qualifying Marks: **49**

Financial Criteria (30 Marks):

| S # | Parameters | Sub-Parameters | Total Marks: 30 |
|------------|-------------------|---|------------------------|
| | 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)] x100 x 0.30 | 30 |

Total Marks (Technical Criteria + Financial Criteria): 100

10. Financial bids of only technically responsive bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining **30** marks, the two scores will be combined to identify the best evaluated bid.

11. Merit Point Evaluation Methodology: Contract will be awarded to the best evaluated responsive bid which gets the maximum marks and becomes the highest ranking in the Combined Evaluation calculated through the Merit Point Average Methodology which puts greater emphasis on non-price factors like stringent global certifications on Conformance Specifications (i.e., meeting the required technical specifications), Performance Specifications (i.e., meeting the requirements the product is designed for) leading to customer satisfaction verification, certifications of the technical staff, provision of maintenance & services and post-warranty services etc.

Award of Contract:

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

12. 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.

13. Terms & Conditions

- The delivery should be made within 30 days (local item) & 90 days (imported item).
- The Supplier should provide the 10% performance Guarantee.
- 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%.
- Warranty/Guaranty of the above equipment shall be total 5 years with parts
- The bidder must register with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.
- The firm will provide the complete set of service manual of the above-mentioned item
- The country of origin certificated should be provided with the documents.
- The delivery & Installation at the Hospital will be the responsibility of Supplier.
- The bidder shall provide and undertaking that the bidder has not been declared black listed by any Government / Semi-Government institutions.
- The Hospital may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.

14. CONTRACT FORMS

PERFORMANCE SECURITY FORM

To:

Hospital Director
Khyber Teaching Hospital
Peshawar

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated / /2024 to supply *Surgical Instruments and its ancillary services* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

AGREEMENT DEED

For Equipment's

This agreement is made on this day ____ / ____ / ____ for the fiscal year _____ between M/s: _____
referred as 1st Party, which expression shall unless repugnant to the context mean and include his heirs, executors, administrators, successors and assigns).

And

The **Khyber teaching 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 _____ (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 Khyber Teaching Hospital, Peshawar both on FOR and C&F basis.
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.

“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.

9. The firm will be liable to complete the supply within stipulated time limit i.e. 90 days after the confirmation of LC from Manufacturer
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 Five years with spare parts from the date of installation. The 1st party shall be bound to keep available the spare parts for 10 years.
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.

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 its 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. 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.

25. 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.

26. 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.

27. 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: _____
NIC No. _____
M/S: _____
Address: _____

Hospital Director
Medical Teaching Institute
Khyber teaching Hospital, Peshawar.

Witness of First Party

Name: _____
CNIC No. _____
Address: _____

Witness of Second Party.

Name: _____
CNIC No. _____
Address: KTH/MTI