



**KHYBER TEACHING HOSPITAL  
MEDICAL TEACHING INSTITUTE  
BID SOLICITATION DOCUMENTS**

**FOR YEAR 2023-26  
(2<sup>nd</sup> Time)**

**Pathology Lab Equipment on Reagent/Rental Basis.**

**After Pre-Bid Documents.**

**Changes are marked in Red**

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.

Chairman Pathology Deptt-KTH

Manager Supply Chain-KTH

Rep.of Finance-KTH

Manager Biomedical Engineering-KTH

Incharge Medical ICU-KTH

Chairman Technical Evaluation Committee-KTH

**CHECK LIST**

<b><u>S #</u></b>	<b><u>DETAIL</u></b>	<b><u>YES / NO</u></b>	<b><u>PAGE #</u></b>
<b><u>KNOCK OUT CLAUSES</u></b>			
1	Company profile (Name, Address, and Tel No).		
2	Min Three-year experience in supplies to Government / Autonomous institutions.		
3	An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any grounds whatsoever from Government / Autonomous institutions.		
4	Price should not be mentioned on technical bid, if mentioned, bid will be cancelled.		
5	Valid National Tax Number.		
6	Valid General Sale Tax certificate.		
7	Valid Professional Tax certificate.		
8	Valid Income Tax Certificate		
<b><u>GENERAL CLAUSES</u></b>			
1	Detail of staff / profile of company		
2	An affidavit on stamp paper of Rs.100/- that the bidder shall provide Laboratory Kits on Regent Rental Basis to Khyber Teaching Hospital-MTI, PESHAWAR as per Demand / Orders.		
3	Latest tax paid, balance sheet, audit inspection report.		

**INVITATION FOR BIDS****Khyber Teaching Hospital-MTI, PESHAWAR****REFERENCE NO: KTH-MTI/LAB/2023**

The Khyber Teaching Hospital-MTI, Peshawar invites sealed bids from the eligible bidders for supply of material to meet the requirement of Khyber Teaching Hospital-MTI, Peshawar. Detailed description of material is given in the Bidding Solicitation Documents.

Interested eligible bidders can get the Bidding Solicitation Documents from Official website <https://kth.edu.pk/download/tenders/>, Khyber Teaching Hospital- MTI,

Bidding will be conducted through Single Stage – Two Envelopes bidding procedure as per KPPRA.

**Hospital Director  
Khyber Teaching Hospital-MTI  
PESHAWAR**

**Bid Data Sheet**

<b>S.NO</b>	<b>DISCRIPTION</b>	<b>Detail</b>
1	Bid reference number	<b>KTH-MTI/LAB/2023 2<sup>nd</sup> time</b>
2	Pre-bid meeting date, time and venue	15-02-2024 at 11:00 AM Supply Chain Manager Office KTH
3	Bids Submission Time, Date and Venue	29-02-2024 at 10:00 AM DAK Office Administration Block KTH
4	Date, time and venue of opening of technical Bids	29-02-2024 at 10:30 AM Supply Chain Department KTH
5	Bid currency	PKR
6	Language of bid	English
7	Amount of bid security (in form of CDR)	500,000
8	Bid validity period	180 Days
9	Bidding procedure	Single stage – Two Envelop procedure
10	Address for communication: <b>Hospital Director</b> <b>Khyber Teaching Hospital-MTI,</b> <b>PESHAWAR</b>	

## INSTRUCTIONS TO BIDDERS

### 1. **Eligible bidders:**

This Invitation for Bids is open to all manufacturers/ importers/ distributors/ sole agents having income tax/sale tax registered for supply of Pathological Laboratory Items on Free Delivery to Consignee's end basis. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial), a Local Body or a Public Sector Organization.

### 2. **Eligible Goods and Services:**

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "**Goods**" includes any Goods that are the subject of this Invitation for Bids and the term "**Services**" shall include related services such as transportation, insurance etc. The "**origin**" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

### 3. **Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

**NOTE: List of required items with specifications is attached.**

## THE BIDDING DOCUMENTS

### 4. **Content of Bidding Documents**

- i. The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents shall include: -
  - a) Instructions to bidders;
  - b) General Conditions of Contract;
  - c) Special Conditions of Contract;
  - d) Schedule of Requirements;
  - e) Technical Specifications;
  - f) Manufacturer's Authorization Form;
- ii. The "**Invitation for Bids**" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.
- iii. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
- iv. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
- v. **The bids shall be submitted with proper binding shape, un-bind bid shall be rejected.**

### 5. **Clarification of Bidding Documents:**

A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents. Pre-bid meeting shall be arranged for clarifications of the bidders on the date and time mentioned above under bio-data sheet.

## PREPARATION OF BIDS

### 6. Language of Bid:

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### 7. Documents Comprising the Bid: The bid shall comprise the following components:

- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal).
- (b) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents

### 8. Bid Form & Price Schedule:

The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and Prices.

### 9. Bid Prices:

- i. The bidder shall indicate on the appropriate Price Schedule the unit Prices and total bid Price of the goods, it proposes to supply under the Contract.
- ii. Form of Price Schedule is to be filled in very carefully, preferably typed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow highlighter.
- iii. The bidder should quote the Prices of goods according to the technical specifications as provided in the Form of Price Schedule and Technical Specifications
- iv. **Prices offered should be for the entire quantity demanded; partial quantity offers shall straight away be rejected. Conditional offer shall also be considered as non-responsive bidder.**
- v. **Double quoted rate in financial bid shall also be considered as non-responsive bidder.**
- vi. **An affidavit is mandatory in the technical bid (without indicating the figure) that bid security is placed in the financial bid.**
- vii. The prices will be fixed till 30-06-2026`.
- viii. calibrators, controls and all the consumables shall be on the FOC basis.
- ix. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in Price due to market fluctuation in the cost of goods and services shall be entertained.

### 10. Bid currencies: Prices shall be quoted in Pak Rupees.

### 11. Documents Establishing bidder's Eligibility and Qualification

- i. The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- ii. The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders
- iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
  - National Tax Number (NTN) and General Sales Tax Number (GST) applicable with documentary proof shall have to be provided by each bidder in the tender.
  - The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
  - The bidder should have minimum as mentioned in evaluation criteria below. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the **last one year**. Documentary proof shall have to be provided in this regard.

- The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
- The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported Pathological Laboratory Items, the profile / credentials of the foreign Manufacturer in the respective foreign country shall be provided along with bid.

**12. Documents Establishing Good's Eligibility and Conformity Bidding Documents:**

- i. The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.
- ii. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.

**13. Bid Validity**

- i. Bids shall remain valid for the period of **180 Days** after the date of opening of Technical Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii. bidders who, -
  - (a) Agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

**14. Format and Signing of Bid:**

- i. The bidder shall prepare and submit its bid. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

**SUBMISSION OF BIDS**

**15. Sealing and Marking of Bids**

- i. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The inner and outer envelopes shall be sealed and:
- ii. Be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
- iii. Bear the name and number indicated in the Invitation for Bids.
- iv. The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".
- v. **If the outer as well as inner envelopes are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forth with.**

**16. Deadline for Submission of Bids:**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**17. Late Bid:**

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder

**18. Withdrawal of Bids:**

The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

## OPENING AND EVALUATION OF BIDS

### 19. Opening of Bids

- i. The Procuring Agency shall initially open only the envelope marked “**TECHNICAL PROPOSAL**” in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the sealed envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
- ii. The bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid Prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
- iii. The Procuring Agency shall prepare minutes of the both bids opening (technical and financial).

### 20. Clarification of Bids:

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the Prices or substance of the bid shall be sought, offered, or permitted.

### 21. Preliminary Examination

- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. **In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit Price and the total Price that is obtained by multiplying the unit Price and quantity, the unit Price shall prevail, and the total Price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.**
- iii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iv. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Taxes & Duties shall be deemed to be a material deviation for technical proposals. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- v. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

### 22. Evaluation & Comparison of Bids

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency’s evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of Price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.

- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**23. Evaluation Criteria:**

- i. For the purposes of determining the lowest evaluated bid, facts other than Price such as previous performances, inspection of plant / factory /premises, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the **TECHNICAL PROPOSALS**. The number of points allocated to each factor shall be specified in the Evaluation Report

**Evaluation Criteria Laboratory / Pathology Items:**

Sr.	Parameters	Sub-Parameters	Total Marks: 7
1	<b>Compliance to Purchaser's Specifications</b>	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).	<b>30</b>
2	<b>Vis-à-vis Format</b>	Vis-à-vis/Compliance sheet will not be considered as a technical Quotation	<b>Mandatory</b>
3	<b>Product Certification</b>	FDA	<b>4</b>
		CE	<b>2</b>
		MHLW	<b>2</b>
		<b>Out of the above three certificates, ONE certificate is mandatory</b>	
4	<b>Quality Certificates</b>	Valid ISO 13485 Quality management certificate	<b>2</b>
5	<b>Product's Performance</b>	Satisfactory Performance Certificates for the <b>quoted /Previous model</b> from the medical institutions within Pakistan <b>for last five year</b> . (Supply order /Purchase order will not be considered as a per performance certificate) Each certificate carries two marks. <b>Must be on the Institution letter head duly signed and stamped by HOD/Directors.</b>	<b>10</b>
6	<b>Firm Evaluation &amp; Legal Requirements</b>	Manufacturer Authorization Certificate, or Partnership Deed with manufacturer (original certificate to be produced during technical evaluation)	<b>Mandatory</b>
		Satisfactory performance of the firm from medical institution <b>in kpk</b> , (Supply order/Purchase order will not be considered as a performance certificate) Each certificate carries two marks. <b>Must be on the Institution letter head duly signed and stamped by HOD/Directors.</b>	<b>8</b>



		Satisfactory performance certificate(s) issued by well reputable organizations/KTH each certificate carries one mark. <b>(National wide) Must be on the Institution letter head duly signed and stamped by HOD/Directors</b>	<b>6</b>
7	<b>Technical Staff</b>	Manufacturer trained engineer of the quoted equipment based in Peshawar. (To be verified with relevant documents/certificates)	<b>5</b>
		Manufacturer trained service engineer of the quoted equipment at national level. (To be verified with relevant documents/Certificates)	<b>Mandatory</b>
8	<b>Supplier's office for maintenance and 24/7 support</b>		
		Availability of workshop at National level (to be physically verified)	<b>Mandatory</b>
		Certificate to the effect that the firm will provide 95% uptime of quoted equipment	<b>Mandatory</b>
		Certificate for provision of response time of 2 Hours or less to a service call (during working hours 08am to 05pm)	<b>Mandatory</b>
		Certificate for provision of onsite training in the use of equipment to the relevant staff.	<b>Mandatory</b>
	List of tools, testing equipment and calibration equipment relevant to the product (to be physically verified)	<b>1</b>	
Total Marks of Technical Evaluation Criteria			<b>70</b>

Total Marks in Technical Criteria: **70**

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

Qualifying Marks: **49**

<sup>2</sup> The Bank will certify about the Bidder's financial worth, liquidity status, reputation and those they have never defaulted in financial transactions and letter of credits (LCs).

### Financial Criteria Laboratory / Pathology Items:

S #	Parameters	Sub-Parameters	Total Marks
	<b>Price</b>		<b>30</b>
		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

### 2. SCHEDULE OF REQUIREMENT:

MODE OF PENALTY	100% QUANTITY AS PER PURCHASE ORDER	TOTAL DELIVERY PERIOD
WITHOUT PENALTY	30 days	30 Days
WITH PENALTY 0.067% per day after 30 days of Purchase Order	per days	30 days

After 45 Days of Purchase Order	The Purchase Order will be considered as cancelled.	After 45 days legal action will be initiated, firm will be blacklisted.
---------------------------------	---	---

- i) 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. **THE INFORMATION PROVIDED BY THE FIRM SHOULD BE RELEVANT, CONCISE AND TO THE POINT AS PER BID EVALUATION CRITERIA, UN NECESSARY DOCUMENTATION WILL HAVE A NEGATIVE IMPACT.**
- ii) After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is **70%** or were considered non responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- iii) Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted Price read aloud and recorded.

#### 24. Contacting the Procuring Agency:

No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. **If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.** Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

#### 25. Qualification & disqualification of bidders:

The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

#### 26. Rejection of Bids:

1. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
2. The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
3. The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.
4. The bidders shall be promptly informed about the rejection of the bids, if any.
5. A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

#### 27. Announcement of Evaluation Report:

The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

## AWARD OF CONTRACT

### 28. Acceptance of Bid and Award criteria

The bidder with the Highest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract, within the original or extended period of bid validity.

### 29. Notification of Award

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

### 30. Signing of Contract

- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper worth of 100 per page. Thereafter, the Procuring Agency shall issue Purchase Order. If the successful bidder, after completion of all Formalities shows inability to sign the Contract then the firm shall be blacklisted. In such situation, the Procuring Agency may make the award to the next Bidder or call for new bids.

- iii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next bidder or call for new bids.

### 31. Corrupt or Fraudulent Practices

- (a) The Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
  - i. **“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; and
  - ii. **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 Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid Prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

## GENERAL CONDITIONS OF CONTRACT

- 1) **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
  - i) **“The Contract”** means the agreement 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.
  - ii) **“The Contract Price”** means the Price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - iii) **“The Goods”** means Pathological Laboratory Items as describe in Schedule of Requirements.
  - iv) **“The Services”** means those services ancillary to the supply of goods, such as Pathological Laboratory Items Schedule of Requirements.
  - v) **“The Procuring Agency”** means the Hospital Director, Khyber Teaching Hospital-MTI, and Peshawar.
  - vi) **“The Supplier”** means the individual or firm supplying the goods under this Contract.

- 2) **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract
- 3) **Country of Origin:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.
- 4) **Standards:** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 5) **Use of Contract Documents and Information**
  - i) The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
  - ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
  - iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so, required by the Procuring Agency.
  - iv) The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.
- 6) **Patent Rights:** The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 7) **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
- 8) **Inspections and Test / Analysis**
  - i. The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.
  - ii. For the purpose of inspections and tests of Laboratory / Pathology Items, the Supplier shall inform the Khyber Teaching Peshawar- MTI, Peshawar at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection. The inspection team from Khyber Teaching Hospital- MTI, Peshawar shall inspect the quantity, specifications of goods. The Supplier shall furnish all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer / Supplier.
  - iii. The Procuring Agency’s right to inspect, test and, where necessary, reject the goods after the goods either at Supplier’s premises or upon arrival at Consignee’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
  - iv. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
  - v. The inspection committee constituted by the Consignee shall inspect the quantity, specifications of goods. The cost of the lab tests shall be borne by the Supplier.
  - vi. The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
  - vii. The Procuring Agency’s right to inspect test and, where necessary, reject the goods after the arrival at Procuring Agency’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
  - viii. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 9) **Physical examination of Laboratory / Pathology Items:**
  - i) The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.
  - ii) If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, even if it is of standard quality, the Procuring Agency may reject the

goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **07** days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for two years. However, if the entire supplies / installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.

- 10) **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.
- 11) **Insurance:** The goods supplied under the Contract shall be delivered duty paid.
- 12) **Transportation:** The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered in Khyber Teaching Hospital-MTI, Peshawar on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
- 13) **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid Price.
- 14) **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.
- 15) **Prices:** Prices charged by the Supplier for goods delivered under the Contract shall not vary from the Prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.
- 16) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.
- 17) **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.
- 18) **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 19) **Penalties/liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product, the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the Price difference shall be paid by the Firm.
- 20) **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 21) **Force Majeure:** Notwithstanding the provisions of general conditions of contract, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting 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 the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restriction and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Khyber Teaching Hospital- MTI Committee, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

- 22) **Termination for Insolvency:** The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
- 23) **Arbitration and Resolution of Disputes:** The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Hospital Director or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties
- 24) **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.
- 25) **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 26) **Notices**
- i) Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.
  - ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later

## SPECIAL CONDITION OF CONTRACT

1. **Definitions** In this Contract, the following terms shall be interpreted as indicated against each;
  - a. **"The Contract"** means the agreement 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 Supplier:** is the individual or firm supplying the goods under this contract.
2. **Inspection and Tests:** Inspection of Pathological Laboratory Items at final acceptance shall be in accordance with the conditions of contract. After delivery at Khyber Teaching Hospital-MTI, Peshawar the goods shall be inspected /examined by the Inspection Committee, Khyber Teaching Hospital-MTI, Peshawar to physically check the goods in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery Challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.
3. **Delivery and documents:** The Supplier shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
  - i) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity.

- ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be made, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
- iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
4. **Insurance** The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.
5. **Incidental Services**  
The following incidental services shall be provided and the cost of which should include in the total bid Price.
- a. The bidder shall supply Pathological Laboratory Items as per tender requirement in commercial packing along with complete literature (Leaflet) and with stamp of the Khyber Teaching Hospital MTI. In case, the packing requirements are not fulfilled, the 30% of total cost shall be deducted from the payment of the contractor / supplier firm.
- b. If the Supplier / bidder charged the Prices of incidental services separately in the financial bid and not included in the Contract Price of goods, the same shall be included prior to comparison of rates with the other bidders.
6. **Payment**
- A. The Payment shall be in Pak Rupees.
- B. The payment shall be made to the Supplier on receipt of original delivery Challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.
- C. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.
7. **Penalties/ Liquidated Damages**
- a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of two years. If the firm fails to supply the whole installments, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted. Onus of proof of innocence shall be on the supplier.
- b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **penalty @ 0.067% per day** of the cost of late delivered supply shall be imposed upon the Supplier.
8. **Arbitration and Resolution of Disputes:** In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Hospital Director or his nominee shall act as sole *ARBITRATOR*. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
9. **Governing Language:** The language of this Contract shall be in English.
10. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

### Notices

**Supplier's address for notice purpose**

-----

**Procuring Agency's address for notice Purposes shall be the;  
Hospital Director  
Khyber Teaching Hospital-MTI  
PESHAWAR**

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Khyber Pakhtunkhwa Public Procurement Rules (KPPRA), 2014.

## Equipment Placement Agreement

This Equipment Placement Agreement (the “**Agreement**”) states the terms on which **M/s \_\_\_\_\_** will install Hematology Analyzer 5 part and provide related services therewith for **HOSPITAL DIRECTOR MTI KHYBER TEACHING HOSPITAL** (“**2nd party**”).

1. **Parties:** The parties to the Agreement are **M/s \_\_\_\_\_ (referred as 1<sup>st</sup> party)** and 2nd party referred as **2<sup>nd</sup> party** (the “**Parties**”). M/s Friends Trader and 2nd party are each a “**Party**”. A person who is not a Party may not enforce any of its terms.
2. **Installation:** **1<sup>st</sup> party** will deliver to and install the equipment described in **Schedule 1** (the “**Equipment**”) at the 2nd party’s address as stated in **Schedule 1** (the “**Equipment Location**”). At delivery, 2nd party will acknowledge the receipt of equipment and at completion of installation; 2nd party will acknowledge installation of equipment at the **1<sup>st</sup> party** provided templates. **1<sup>st</sup> party** allows the **2<sup>nd</sup> party** to use the Equipment until the expiry or termination of this Agreement. Apart from **1<sup>st</sup> party** express obligations in Clauses 2, 8, 14, and Schedule 1, any other deliverables, services, and/or work to be done by either Party are excluded from this Agreement.
3. **Prices and Quantities:** 2nd party will purchase from **1<sup>st</sup> party** and/or its authorized service provider, the reagents and consumables listed in **Annexure 1** (the “**Reagents and Consumables**”).
4. **Invoicing:** The risks associated with the Reagents and Consumables purchased are transferred to the **2<sup>nd</sup> party** upon physical delivery of the Reagents and Consumables to the 2nd party. The 2nd party accepts that **1<sup>st</sup> party** is solely responsible for the delivery and the invoicing for the Reagents, and Consumables. The **2<sup>nd</sup> party** shall comply with **1<sup>st</sup> party** credit terms.
5. **Product acceptance:** **1<sup>st</sup> party** will work with the **2<sup>nd</sup> party** to resolve issues relating to defective/expired or damaged Reagents or Consumables. However, to benefit from this Clause 5, the **2<sup>nd</sup> party** must inform **1<sup>st</sup> party** in writing of all defects and/or damage to the Reagents and Consumables within 7 working days from the delivery date.
6. **Representations:** Both Parties represent that they can enter into and execute the Agreement and perform their obligations hereunder in a timely and competent manner. The Parties have not offered or received any gifts, compensation or bribe, or exerted any corrupt and unlawful influence, to secure and execute the Agreement.
7. **1<sup>st</sup> party’s Warranties:** **1<sup>st</sup> party** warrants that it will provide the following: -
  - (a) Free of Cost training on operation, basic maintenance, and troubleshooting of the Equipment, at the installation site, for all relevant end users shall be provided by **1<sup>st</sup> party** as and when required by the **2<sup>nd</sup> party**.
  - (b) SOPs on the use of equipment shall be provided with each equipment.
  - (c) Daily maintenance check list of the equipment shall be provided.
  - (d) Servicing and maintenance for the Equipment in accordance with the terms provided in **Schedule II**, provided that **2<sup>nd</sup> party** uses the Equipment according to its intended use only. The service and repair of the Equipment (including labor and parts) will be carried out by **1<sup>st</sup> party**’s personnel and sub-contractors. **1<sup>st</sup> party** will not assume any liability nor responsibility and shall be held harmless for any



adverse consequences caused to the Equipment [or to any person] by the use of any third-party materials.

- (e) In case of any major break down, back up unit shall be provided within 24 hours.
- (f) Online pure sine wave ups shall be provided with each equipment.
- (g) Maintenance of the UPS including batteries shall be carried out.
- (h) Chiller (AC) if required shall be provided

8. **2<sup>nd</sup> party's Warranties:** 2<sup>nd</sup> party warrants that it will: -
- (a) secure the Equipment;
  - (b) use the Equipment for the purposes of the Agreement only;
  - (c) not sell, mortgage, assign, lease, grant any lien or encumbrance, or part with possession or control to the Equipment and 1<sup>st</sup> party shall at all times remain owner of the Equipment;
  - (d) obtain 1<sup>st</sup> party's consent to remove the Equipment from the Equipment Location; and
  - (e) Keep the Equipment in good order working condition.
9. **Term:** The Agreement's Term is from the Commencement Date to the Expiry Date mentioned in Schedule 1.
10. **Termination:** In addition to any remedies available to a Party under the law, either party can terminate this agreement by giving one (1) month prior written notice. Following the termination of this Agreement, 1<sup>st</sup> party will exercise its right as the owner of the Equipment to repossess the same from the Equipment Location; or offer to the 2<sup>nd</sup> party to purchase the Equipment at terms and conditions to be mutually agreed upon by both Parties  
In case the end user is not satisfied with the performance/report result, the 2<sup>nd</sup> party has the right to terminate this agreement.
11. **Extraordinary Events Beyond Parties' Control:** If either Party cannot perform its obligations under the Agreement due to acts of God, epidemics, natural disasters, change in laws or government regulations, strikes, or other causes reasonably beyond its control, such Party shall not be liable for damages to the other for any damages due to such failure to perform or otherwise from such causes.  
The affected Party will inform the unaffected Party promptly and the Parties will discuss the steps moving forward. If the event continues for sixty (60) days or more, the unaffected Party may terminate the Agreement by giving the affected Party at least seven (7) days' advance written notice.
12. **Personal Data:** If any identifiable information about an individual ("**Personal Data**") is collected, used, stored, and/or disclosed by 2<sup>nd</sup> party in connection with the Agreement, 2<sup>nd</sup> party will: -
- (a) comply with all applicable laws, regulations, and policies notified by 1st party on Personal Data;
  - (b) obtain all consents needed for 1st party and/or its affiliates to process such Personal Data for the Agreement;
  - (c) not cause 1st party to breach any of its legal and/or regulatory obligations;
  - (d) protect Personal Data from destruction, loss, or unauthorized access;
  - (e) Inform 1st party of any suspected or actual data breach, data access request, or any investigation by the government authorities. 1st party will reasonably cooperate with 2nd party if such incidents are due to 1st party's wrongdoing;
  - (f) at the end of the term of the Agreement or its earlier termination, ensure that all Personal Data is returned, destroyed, deleted or disposed of from the Equipment promptly per 1st party's instruction; and
  - (g) Upon 1st party's reasonable request, give 1st party access to its Personal Data processing facilities, files and documentation, and fully cooperate with 1st party on any actions to comply with any applicable laws.
13. **Confidentiality:** For the Term, a Party (a "Receiving Party") shall not disclose any confidential information that it has received from the other Party (the "Disclosing Party"), including the terms of this Agreement, to any third party without the Disclosing Party's prior written consent, except to the Receiving Party's respective affiliates, or if required by law. The Receiving Party shall only disclose the Disclosing Party's

confidential information to the Receiving Party's affiliates on a "need to know" basis and provided that such affiliates undertake to keep such information secret and use it for the purpose of the Agreement only.

- 14. **Applicable Law:** The Agreement is governed by laws and regulations of Pakistan. The courts of Pakistan will have exclusive jurisdiction to deal with any disputes under the Agreement.
- 15. **Assignment:** 2nd party may not assign or transfer any of its rights and obligations under the Agreement without 1st party's prior written consent, and subject to such assignee or transferee being bound by all Agreement terms.
- 16. **Entire Agreement:** The Agreement (including the Schedule and Annexure) is the entire understanding between the Parties with respect to the subject matter hereof. It supersedes and replaces all prior agreements. All changes to the Agreement must be made in writing, and with the Parties' agreement. This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

The Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives:

Date:

In the presence of:  
signature of Witnesses

SIGNED by  
for and on behalf of 1st party

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

CNIC No:

\_\_\_\_\_  
Name:

CNIC No:

In the presence of:  
signature of Witnesses

SIGNED by for and on behalf of **KHYBER  
TEACHING HSOPITAL, PESHAWAR.**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

CNIC No:

Designation:

CNIC:

Department:

\_\_\_\_\_  
Name:

CNIC No:

### SCHEDULE 1

Section	Description	Particulars															
		<table border="1"> <thead> <tr> <th>Equipment's</th> <th>Serial #</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Equipment's	Serial #	Quantity												
Equipment's	Serial #	Quantity															
2	Equipment Location	_____ <b>KHYBER TEACHING HSOPITAL, PESHAWAR.</b>															
3	Commencement Date	_____															
	Expiry Date:	_____															
4	Number of Plan Preventive Maintenance ("PPM")	01 Per Month															
5	Response Time	<b>Within 02 Hours</b>															
6	Calibration scheduled to be provided																

### ANNEXURE I

*List of Reagents and Consumables including prices and quantities.*

### SCHEDULE II

### TERMS AND CONDITIONS RELATING TO SERVICE OF EQUIPMENTS

- (a) Equipment service under this agreement covers both maintenance and troubleshooting (repair), either remotely or via personal visit by **1st party's** authorized representative. Such service is restricted to the equipment installed only under this agreement, which are listed in Schedule I to this agreement.
- (b) 1st party will provide maintenance services including parts of the equipment free of cost.
- (c) Equipment service delivered by 1st party will be acknowledged by the 2nd party at 1st party provided template.
- (d) 2nd party shall make a request for maintenance service via its authorized contact person only. 2nd party shall keep 1st party informed of any change in the contact person. Contact details including Phone# and Email Address of the concerned technical department shall be shared.
- (e) The 2nd party shall provide unrestricted access to the installed equipment to enable 1st party authorized personal carry out maintenance of equipment. In this connection, 1st party does not take any responsibility, which results from a refusal by the 2nd party to permit 1st party to access the Equipment for maintenance purposes.
- (f) The 2nd party agrees to provide an Internet enabled connection for 1st party to remotely access the Equipment for the purpose of troubleshooting, user maintenance and monitoring of the Equipment performance
- (g) Before signing of this Agreement 1st party shall inspect the Equipment, the location of the Equipment, and the environmental conditions surrounding the Equipment to ensure that the Equipment works in normal operating condition. The 2nd party will ensure that the recommended environmental conditions referred in the 1st party's specifications or 1st party's Operator Manual(s) are always maintained during the operation of the Equipment.
- (h) The 2nd party will perform maintenance procedures at intervals described in the Operator Manual(s). The 2nd party shall not at all material times carry out any additions, alterations, modifications, relocations of the Equipment and/or use such third-party reagents and/or consumables on the Equipment which are incompatible to the Equipment and/or use spare parts or replacements manufactured or supplied by any other third party which are incompatible with the Equipment without the prior written consent of 1st party.
- (i) In the event that the Equipment cannot be maintained at the 2nd party's premises, the 2nd party agrees to facilitate 1st party to move the Equipment to 1st party's technical office for such maintenance work. All costs related thereto shall be covered by 1st party.
- (j) 1<sup>st</sup> party shall place brand new equipment and the year of manufacturing shall not be older than 2022, used/ refurbished equipment shall not be accepted.

#### SERVICE PLAN

Type/Detail	Quantity	Scheduled timeframe
Working Days		<b>07 Days a week</b>
Preventive Maintenance Visit	(Covered under service cost)	<ul style="list-style-type: none"> <li>• 01 PPM per months</li> <li>• (During working hours only)</li> </ul>
On site repair visit: working hours		8:30 am to 5:00 pm
Response Time		02 Hours or less
Total number of repair calls		As and when required
Software upgrades/	As required by manufacturer	FOC

In addition to the above, 1st party will provide the urgency maintenance and repair services as per the 2nd party's request from time to time These urgent maintenance and repair services will be conducted out of normal business hours

**Witnesses (Procuring Agency):**

Signature\_\_\_\_\_

CNIC#\_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

**Witnesses:**

Signature\_\_\_\_\_

CNIC#\_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

**PRICE SCHEDULE FOR PATHOLOGICAL LABORATORY ITEMS IN PAK RUPEES**

**Name of bidder**\_\_\_\_\_

Sr. No.	Item	Accounting Unit	Unit Price

**Sign and Stamp of bidder**\_\_\_\_\_

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

**SPECIFICATION FOR COAGULATION ANALYZER, Quantity :02**

- 04 more Channels
- Fully automated
- Facility of automatic calibration
- Technology: optimal detection technology or equivalent
- Methods: clotting, chromogenic & immunological
- Capacity: more than 5 tubes
- Throughput: 100-200 tests / hour **or more**
- Should preferably be able to process both capped and uncapped/open vial tubes.
- Should preferably be able to detect and flag samples with hemolysis, lipemia and jaundice.
- Should preferably flag the samples with inadequate volume /QNS samples.

**Specifications for Plasmapheresis Machine Quantity: 01**

- Therapeutic Plasma Exchange System for Adult
- Therapeutic Plasma Exchange System for Children age 9 year or above
- Portable Aphaeresis System
- Single Access /multiple access
- Automated draw and return speeds adjust to each donor's unique capability
- Self-Regulating
- Citrate control and monitoring to ensure comfort of your donors
- Quiet operation that is ideal for donor and patient environments

**Annex. VI: Terms & Conditions****Failure to comply with terms & Conditions will result in "non-Responsive of the contractor"**

1.	Company / firm must be the manufacturer/ authorized distributor of the product/brand.
2.	Firm will place the new branded model equipment at least 02 Machine within a month after awarding at Pathology department of Khyber Teaching Hospital -MTI Peshawar, on reagent rental basis. The number of machines may be increases as per end-user requirement.
3.	<b>The total contract period will be for 3 year which will be extendable upon mutual understanding of both parties on</b> the same terms and conditions subject to satisfactory performance of the firm, certified by the End User.
4.	The Prices will be fixed for 3 years. While tendering your quotation the present trend/inflation in the rates of goods/ services should be kept in mind. No request for increase in Price during financial year will be entertained.
5.	Firm quoting maximum and complete test profile testing with one analyzer will be preferred. The bidder who gives accumulated lowest rate for all parameter will consider as the lowest bidder. Financial comparison will be finalized on annual value at approximate mentioned workload.
6.	KTH keeps the right to change the requirements of kits. The list of possible workloads is attached for reference which can be increase or decrease. Company will provide documentary evidence for consumption of reagents and their quantity on that particular instrument for one test or number of tests. Per test consumption of various reagents will be demonstrated on ground by the successful bidder.
7.	The system should be placed with compatible UPS and printer, the maintenance of these items will be the responsibility of the firm.
8.	Company must have at least 03-05 running reference setups in Pakistan.
9.	<b>Company / firm must be in relevant business for at least 2-3 years.</b>
10.	Company must have trained / qualified engineering staff. The bidder shall provide evidence of diplomas/degree/ PEC registration certificates.
11.	<b>Company must provide Controls, Calibrators, consumables and other chemicals (wash/Cleaning solutions needed for tests to KTH-MTI on free of cost basis. replacement of</b>

	<b>items due to any reason of maintenance like lamp, probes/Piercer, electrodes, Needles, etc. shall be the responsibility of the firm On FOC Basis.</b>
12.	All/Taxes/Duties/Royalties Charges payable on the sales/transport etc. within and/or outside the Country shall be payable by the supplier. All the goods ordered shall be delivered & installed within 2 months from the date of issuing purchase order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier.
13.	The Bidder will maintain the Analyzer and any cost of maintenance/services, <b>Repair and inclusive</b> of parts will be borne by the successful Bidder on FOC. Preventive Maintenance should be ensured by the successful Bidder.
14.	PPM Schedule to be provided.
15.	Company must have trained / qualified engineering staff. The bidder shall provide evidence of diplomas/degree/ PEC registration certificates.
16.	The bidder must comply with the advertised technical specification of the quoted items. Incomplete offer will straightway be rejected
17.	Response time of the engineer 02 Hours or less
18.	Uptime $\geq$ 95%
19.	Winning bidder will be responsible for the smooth running of analyzers through regular technical backup support. Company will do the maintenance work of the instrument in routine and will troubleshoot any problem as soon as possible. There should be an offer of immediate replacement with a backup analyzer if the major system fails for more than 48 hours or it is expected to take some longer time for repair. In case of backup analyzer placed as a temporary replacement, the number of tests run on this equipment will be charged at the same rate as has been decided in the tender.
20.	Company must provide on-site engineer support on daily basis for first month and as per needed afterwards during the duration of contract.
21.	Company must provide Staff trainings abroad if required. Refresher staff in-house training sessions as per the requirement of relevant section quarterly. Reagent used during training and test configuration will be provided by the firm free of cost.
22.	Winning company or its authorized dealers will ensure timely supply of all items for smooth running of analyzers.
23.	Winning bidder will ensure good quality in test results; if there is any complaint in quality of test due to faulty equipment, KTH-MTI keeps the right to cancel the contract and opt for second lowest in shortest possible time.
24.	Installation of latest computers & interfacing of all analyzers with HMIS will be responsibility of vendor at the time of installation.
25.	Purchase and Payments of reagents kits will be made through regular procedures of KTH-MTI, Peshawar. KTH-MTI keeps the right to order the kits according to its ongoing requirement and workload and this may vary according to needs.
26.	External validation (both tests and machine) should be provided by the Company ( <b>25 samples per test</b> )
27.	All kits and consumables should be within acceptable expiry range as per lab requirement (Acceptable expiry range minimum 70%). If the kits are not consumed within a reasonable time frame and expiration date is near or reached, then company must replace the near expiry/expired kits with fresh kits with no extra cost
28.	Unsatisfactory performance, poor delivery of supplies, maintenance and <b>poor response of Service Engineer</b> can be grounds for cancellation of contract.
29.	The bidder will provide the MFR certificate regarding the country of origin, year of manufacturing of the equipment to confirm that equipment is latest production line
30.	Conditional bid will be treated as unresponsive and it may be rejected.
31.	KTH-MTI administration reserves the right to cancel the contract/order at any stage, without assigning any reason.
32.	Company will arrange and provide free of cost Proficiency Testing (PT) material from recognized international PT provider on regular basis thought the year (at least three times in a year).
33.	<b>The firm shall supply &amp; install their latest and updated modules of the systems with latest date of manufacturing.</b>