



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

Contact No: 091-9211927

**AFTER PRE-BID BID SOLICITATION DOCUMENTS
For
Cardiac Surgery Disposable Items 2024-2025**

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Manager Material Management
LRH/MTI Peshawar

HOD Cardiac Surgery
LRH/MTI Peshawar

AD Legal
LRH/MTI Peshawar

Director Finance
LRH/MTI Peshawar

Director Nursing
LRH/MTI Peshawar

Associate Hospital Director
LRH/MTI Peshawar

Medical Director
LRH/MTI Peshawar

Hospital Director
LRH/MTI Peshawar

TABLE OF CONTENTS

S #	Contents	Page No
1.	Introduction	03
2.	Instruction to Bidders	03
3.	Eligible Bidders	04
4.	General Conditions	05
5.	Invitation for Bids	06
6.	Bid Security	07
7.	Bid Validity	07
8.	Statement of Requirement with Specification	08
9.	Technical Criteria	09
10.	Blocklist of Defaulted Bidder/Contractor	10
11.	Redressing of Grievances	11
12.	Award of Contract	11
13.	Payment	11
14.	Term & Conditions	11
15.	Contract Agreement Format	12

1. INTRODUCTION:

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

2. INSTRUCTIONS TO BIDDERS:

- This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
- The bids will be opened on **14/06/2024** at 11:30 AM by committee in presence of the bidders/representatives who choose to attend.
- Pre-bid meeting with the interested bidders will be held on **06/06/2024** at Committee Room of Material Management Department of the Institution.
- Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
- All the bidders are required to provide annexure wise complete requisite documents with page Qualification as prescribed under the rules.
- The bid should be complete in all aspects and must be signed by the bidder.
- All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
- **Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.**
- For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one week prior to the opening date.
- The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
- Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - i. Received without earnest money;
 - ii. It is received after the date and time fixed for its receipt;
 - iii. The tender document and the bid are unsigned;
 - iv. The offer is ambiguous;

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

3. ELIGIBILITY CRITERIA:

- Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- The bidder must be registered with Income / Sales Tax Department / reflected on Active Taxpayer List of FBR.
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
- Bidder shall clearly mention local office address, mobile and phone number and email address and name of representative.
- Rates valid till 30 June 2025.
- Brand Must be Mentioned with all Quoted items.

4. GENERAL CONDITIONS:

1. LRH-MTI Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
2. Alternative bid shall not be considered and shall be rejected by the Competent authority.
3. At any time prior to the deadline for submission of bids, LRH-MTI Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective
4. Bidder, modify the bidding documents by amendment.
5. If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
6. LRH-MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
7. Standard Bidding documents (SBD) and KPPRA Rules are the part of BSD's.

INVITATION FOR BIDS

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

The bidders are required to submit bid security @ Rs. 600,000 /- in shape of Call Deposit Receipt (CDR) in the name of **Hospital Director LRH-MTI Peshawar**. CDR must be from the firm/bidder/contractor account. Pre-bid meeting with the interested bidders will be held on **06/06/2024** at 11:00 AM at the Committee Room of Material Management Department of the institution.

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

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

5. BID Security

Bid security @ **Rs. 600,000/-** in shape of Call Deposit in favor of “Hospital Director LRH-MTI Peshawar”

The bid security may be forfeited:

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

6. BID VALIDITY:

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

7. LIST OF CARDIAC SURGERY DISPOSABLES ITEMS (2024-25)

S #	Item	Strength/ Size of Quoted Items	Brand	DRAP Reg. #	US FDA Reg. #	CE MARK	Remarks
1.	Mechanical Heart Valve (Aortic)	17mm,19mm,21mm,23mm,25mm					
2.	Mechanical Heart Valve (Mitral)	23mm,25mm,27mm,29mm,31mm,33mm					
3.	Trifecta Tissue Heart Valve (Aortic Only)	17mm,19mm,21mm,23mm,25mm					
4.	Conduit Heart Valve Aortic	21mm,23mm,25mm,27mm					
5.	Conduit Heart Valve Pulmonic	15mm,17mm,19mm,21mm					
6.	PAEDS OXYGENATOR Membrane Oxygenator (Full Custom Pack with complete Tubing and 03 Suction Ports) Tubing Organizer, connectors, Yanker, 3 way Stop cock						
7.	Aortic Cannula Curved tip Peads	10Fr,12Fr, 14Fr, 16Fr, 18Fr, 20Fr					
8.	Duran Ancore Right with Chordal Guide	23,25,27,29,31,33,35					
9.	Mitral Valve Rings	23mm,25mm, 27mm, 29mm, 31mm, 33mm					
10	Cardiopledgia delivery System 1:4/4:1 tubing with bridge line						
11	Adult Aortic Cannula Straight tip with lure lock	18Fr,20Fr,22Fr,24Fr					
12	Adult Aortic Cannula Curved tip with lure lock	All Sizes					
13	Venous Cannula Peads Straight Tip Single Stage	10Fr,12Fr, 14Fr, 16Fr, 18Fr, 20Fr, 22Fr, 24Fr,26Fr,28Fr,30Fr.					

14	Venous Cannula Peads Metal Curved Tip	10Fr,12Fr, 14Fr, 16Fr, 18Fr, 20Fr, 22Fr, 24Fr					
15	Venous Dual Stage	32/40Fr, 36/46Fr, 36/51Fr					
16	Left Vent Catheter with Stylet	12Fr, 14Fr, 16Fr, 18Fr					
17	Aortic Punch Single Use	4.4/5.0mm					
18	Aortic Punch	4.4/5.0mm Autoclavable (Cleaning Fluid)					
19	Aortic Root Cannula with Vent Line	9Fr, 11Fr, 13Fr,17Fr					
20	Retrograde Cannula Auto Inflate	13Fr/ 15Fr					
21	Ostial Cannula	8Fr,10Fr, 12Fr					
22	Intra-Aortic Balloon Pump IABP	a. 7Fr 30CC, 34CC, 25CC b. 8Fr 40CC, 45CC					
23	Cardiac Sumps	Adult/ Peads					
24	Arterial Line with Guide Wire (Radial & Femoral)	All sized of Adult and Pediatric					
25	Chest Bottle III Chamber Tube / Single Chamber						
26	Pacing Wire Unipolar						
27	Liga Clips	100mm, 200mm, 300mm					
28	Coronary Artery Retractor	3.0/5.0					
29	Oxygenator containing O3 suction ¼ “tubing’s yankers, Tubing Organizer, Different Connectors, 3 Way Stop Cock						
30	Oxygenator with tubing						
31	Tubing for Oxygenator						
32	Oxygenator without Tubing						
33	Rota Flow Cone	Maqued					
34	Dacron Patch	size 4” *4”, 6” *6”					

35	Teflon Patch	size 4" *4", 6" *6"					
36	Bovine Pericardial Patch	6" *12"					
37	Plagets						
38	Hemofilter Adult/ Pediatric with muffing circuit						
39	Level sensor Pads J shape						
40	Femoral Canula Kit	Adult and Pediatric					
41	Cautery Lead Monopolar						
42	Intra Line Suction tube with yanker handle						
43	Chest Tube different sizes Straight	16,18,20,22,24,26,28					
44	Fibrillar						
45	Pressure Monitoring Line	120cm, 150cm					
46	Silicon Urinary Catheterization Kit All sizes						
47	Ventilator Breathing Circuit (Closed Circuit)	Adult/Peads					
48	Isolator Dome						
49	Rectal Temperature Probe Catheter						
50	Cardioplegia Cooling System	Coiled					
51	Carotid Shunt						

52	Pediatric Aortic Root Cannula 4 Fr						
53	Auto Suture Surgical Clip Applicator Loaded	(Small, Medium, Large), (100mm, 200mm, 300mm)					
54	Snare with Tourniquet						
55	Hemostatic gel	5ml, 10ml					
56	Hemostatic Powder						
57	ACT Tube for Open Heart Surgery	With ACT Machine on RR Basis					
58	Coronary Shunts	1, 1.5, 2, 2.5, 3.0					
59	Octopus Stabilizer						
60	Vascular Graft Size	4,5,6					
61	Epicardial Lead						
62	Supra Annular Heart Valve Aortic	All Sizes					
63	Supra Annular Heart Valve Mitral	All Sizes					
64	Reagent Heart Valve Aortic	All Sizes					
65	Reagent Heart Valve Mitral	All Sizes					
66	Contegra Conduit	15mm,17mm,19mm					
67	Dacron Vascular Tube Graft	18,19,20					
68	Venous Cannula Adult	Sizes 22FR, 24FR, 26FR					
69	Venous Cannula Adult Curved Tip	All Sizes					
70	Coronary Shunt	Sizes 1.0MM, 1.25MM, 1.50MM, 1.75MM, 2.0MM					
71	Octopus Stabilizer						
72	Star Fish Stabilizer						

Note: All Sizes and diameters should be mentioned separately in the technical quotation and financial quotation. Non-adherence to the same shall lead to disqualification of the firm for quoted items.

Sample should be submitted if End User demanded.

8. Technical Evaluation for the rate Contracting of Cardiac Surgery Disposable Items for the year 2024-2025

S #	Parameters	Sub-parameters	Marks
01	Legal Requirement	Brand Must be Mentioned with all Quoted items	Mandatory
		Sales Tax Registration Certificate	Mandatory
		NTN Registration Certificate/Professional Tax	Mandatory
		Valid Product registration certificate issued by the DRAP (Reg. # must be mentioned in front of each quoted item in technical bid)	Mandatory
02	Certification Required		15
	Valid Certificate of US Food & Drug Administration (US FDA) of Quoted Product (Ref # must be mentioned against each quoted item in Technical Bid)		10
	Valid Certificate of CE / EC marking		5
04	Financial Capabilities		24
	Turnover in Millions	i. 1-10 million	5
		ii. 11-20 million	10
		iii. Above 20 million	15
	Firm Experience above 4 years (FBR/Income tax Registration must be attached)		01
	Audit Report for last 02 years (02 Marks for each Year)		04
Bank Statement of Last 02 years (02 Marks for each Year)		04	
08	Local office		06
	Supplier's Warehouse	Warehouse in Peshawar	04
		Warehouse at national level	02
09	Sample Evaluation		25
	Quality	i. Excellent	25
		ii. Good	15
		iii. Not Approved	0
Total Marks		70	
Qualifying Marks		49	

Total Marks in Technical Criteria: **70**

Qualifying Percentage in Technical Criteria: **70%**
 Qualifying Marks: 49

Financial Criteria (50 Marks):

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

9. BLACKLIST OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklist of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

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

Conditions for debarment of Defaulted Bidder/Contractor

Failure or refusal to;

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

Procedure for blacklist and debarment

1. Competent authority of Lady Reading Hospital MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
2. The show-cause notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder
5. Competent authority of Lady Reading Hospital MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
6. The show-cause notice shall contain the statement of allegation against the Bidder.

7. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
8. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
9. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
10. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
11. The order of competent authority shall be communicated to the bidder by indicating reasons.
12. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.
13. The duration of debarment may vary up to five years depending upon the nature of violation.

10. REDRESSING OF GRIEVANCES

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
3. The grievance redressal Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.

11. AWARD OF CONTRACT:

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

12. PAYMENT:

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

13. TERMS & CONDITIONS

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

specifications) or from any act or omission of the first party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of second party.

7. The second party shall promptly notify the first party in writing of any claims arising under this warranty.
8. The second party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the first party, may terminate this Contract in whole or in part:
 - a. if the first party fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the second party; or
 - b. if the first party fails to perform any other obligation(s) under the Contract.
 - c. if the first party, in the judgment of the second party has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

9. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at Artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
10. In case the firm failed to complete the supply till due date a penalty as per detail below will be charged from the firm.
 - a. Penalty @ 2% for late supply up to 15 days.
 - b. Penalty @ 5% for late supply beyond 15 days. Once the maximum is reached, the second party may consider termination of the contract.
11. The 1st party shall be responsible for the transportation and transportation charges. The 1st party shall complete the supply and installation of goods within the stipulated period as mentioned in the supply order (imported items) from the date of execution of this agreement or as extended or reduce by the 2nd party. In case of failure of 1st party to supply the goods within the stipulated period, the 2nd party will be at liberty to make an alternate arrangement at the risk and cost of 1st party and the 1st party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the 2nd party. In the event of commuting a default the 2nd party will be at liberty to take any Civil/Criminal action against the 1st party in accordance with law. A fine up to 10% of the purchase price shall also be inflicted against the first party.
12. The 1st party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the 2nd party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied goods.
13. Upon demand made by the 2nd party at any time or from time to time, to execute all such instruments, deeds or documents which the 2nd party may in its sole discretion require, the 1st party will do the needful.
14. The 1st party will be furnishing all such information as the 2nd party may at any time or from time to time required relating to the position of goods and pecuniary liability of the 1st party or otherwise whatever.
15. The first party shall not, without the prior written consent of second party, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the second party in connection therewith, to any person other than a person employed by the first party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

16. The first party shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
17. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the second party.
18. The 2nd party will be at liberty, at all time and shall have the right to return the goods, provided/delivered by the 1st party with regard to quality quantity, value or otherwise fitness for use. Notwithstanding any contained hereinabove, it is hereby agreed by both parties that the 2nd party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
19. The 1st party shall be bound under this agreement to provide the warranty and services of equipment which must be three years with spare parts from the date of installation and 2 years without spare parts. The 1st party shall be bound to keep available the spare parts for 10 year.(Not Applicable)
20. The 1st party shall deposit an amount of **Rs. 10%** of the purchase price as service security, which will be refundable after expiry of the period of warranty/ guaranty and services after necessary adjustments. (Not Applicable)
21. The first party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

22. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
23. A notice shall be effective when dispatched on the given address of the supplier in contract via above means.
24. The price shall be as per approved rates during procurement prices which shall be considered as part of this agreement.
25. The goods supplied shall be conformity to specification provided in bid solicitation document which shall be made part of this agreement.
26. The quantity of good shall not exceed the quantity provided in bidding documents, which shall include the tender notices, TORs, BSDs, technical evaluation reports financial evaluation report and minutes of purchase committee.
27. In case the goods not confirmed to quality, quantity and specification as provided in bidding documents the goods shall be return to the suppliers. The supplier shall be liable to fine as mentioned in clause-10 as well as penalty which may extended to 10% of the purchase price.

28. The firm/ supplier carries out all verbal / written orders of the hospital regarding all matters, concerning goods in letter & spirit, Willful default shall lead to cancellation of contract a fine which may extended to Rs. 50,000/-.
29. Payment to the supplier shall be on presenting a bill in the shape of summary duly verified by finance department. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.
30. The goods shall be open to inspection at all times during the contractual period. The inspection of good shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
31. Besides the above conditions the 1st party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute fresh agreement if needed.
32. Any difference or dispute which may arise between the parties of their representative agents regarding right and liabilities of the parties or any other matter relating to this deed may be referred to the **Board Of Governor** and their decision will be final in all respect and the 1st party will not be authorized to sue the 2nd party before any forum, court or tribunal anywhere.

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

Name.....
 CNIC No.....
 M/S
 Address.....

Hospital Director
 Medical Teaching institute
 Lady Reading Hospital, Peshawar

Witness of the first party
 Name
 CNIC No
 Address

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