



AGREEMENT DEED

FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT

THIS AGREEMENT DEED is made on this day of 29-01-2024 and made effective with effect from 18-01-2024 by and between, and this agreement will be valid till 31-12-2024

Peshawar Institute of Cardiology, Medical Teaching Institute, Peshawar
situated at Phase-V, Hayatabad, Peshawar
through its Hospital Director

(Hereinafter referred to as '**First Party**' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

M/S Fynk Pharmaceuticals

(Hereinafter referred to as '**Second Party**' which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as '**Parties**')

WHEREAS the Second Party has agreed to supply Drugs & Medicines PIC:070 (hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

NOW THIS AGREEMENT TO BE WITNESS AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz
 - Award Letter
 - Financial Quotation
 - Bid Solicitation Documents (BSD) (Final)
 - Winning items list

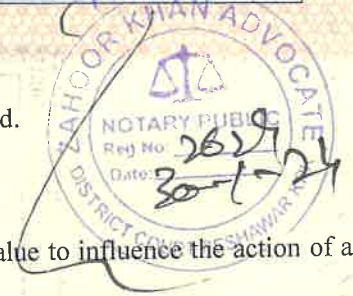
DEFINITIONS:

- a. '**Consideration**' means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- b. '**Equipment**' means all of the equipment, machinery, and/or other materials which the Second Party is required to supply to the First Party under this Agreement Deed.
- c. '**Services**' means those services ancillary to the supply of the Equipment, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Second Party.





- d. 'Project Site' where applicable, means the place or places named in this Agreement Deed.
- e. 'Day' means a calendar day.
- f. '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.
- g. '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.
- h. 'Force Majeure' means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.



TERMS AND CONDITIONS:

- The Contract Agreement is made in light of Framework Contract (Rule31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014
- Due to framework contract rate quoted by the bidder shall be valid till December 31st 2024. However extendable for three (03) to Six (06) months or earlier till the finalization of new contract on mutual consent of both parties.**
- Second Party shall supply the ordered goods to the First Party exactly at the address of the official premises as given in the supply order issued to the former.
- The Second Party shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery to the destination indicated by the First Party including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.
- The Supplier shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
- All the goods supplied shall conform to the specifications approved by the Drug Regulatory Authority of Pakistan (hereinafter referred to as the DRAP).
- First Party shall arrange to obtain randomized sample/s of each item of the supplied goods belonging to the categories of medical devices, surgical disposables and non-drug items through notified Drug Inspector/s concerned for sending the same to the concerned Drug Testing Laboratory for Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder, subject to the condition/s that:





- a. The supplied medical devices, surgical disposables, etc. declared in contravention to any provision of the Drugs Act 1976, DRAP Act 2012 and rules framed there under, shall be replaced by Second Party at no cost to the First Party, and at the sole risk and cost of the supplier, within 07 days from the date of intimation to the Second Party and / or his focal person. First Party shall arrange to obtain sample/s of the replaced goods as in clause-5 above, for the purpose of Test / Analysis as provided in the Drugs Act 1976, DRAP Act 2012 and rules frame thereunder; and
- b. In case of non-supply or delayed supply of replacement items as in clause 5 (a), the Supplier shall be liable for penalties as in clause 15 of this contract agreement; and
- c. All the contravened stock of medical devices, surgical disposables and non-drug items, as in clause 5(a) above, shall be the case property under the Drugs Act, 1976, and
- d. The supplier shall be responsible to make / provide arrangements for appropriate storage of seized stock at his sole risk, cost and responsibility, but under the legal supervision of concerned Drug Inspector; and
- e. In case the destruction of the seized stock, as in clause 5 (a), (c) and (d) above, is required to be undertaken under the applicable laws and rules, all the costs involved in the execution of decision and destruction, whatsoever, shall be borne by the supplier; and
- f. any of the item/s, as in clause-5 above, if initially declared to be in contravention with the provision/s of Drugs Act 1976, but later on declared as of standard quality by the concerned Appellate Drugs Testing Laboratory, shall be returned to the supplier by the concerned Drug Inspector in a lawful manner.
8. Second Party shall supply the freshly manufactured goods having maximum possible long expiry dates to the First Party. All the goods supplied shall conform to specifications mentioned in Purchase orders, and to supply freshly manufactured goods to the First Party with the minimum remaining shelf life of at least 70%. In case, if the shelf life was less than 70%, then in case of no consumption, the goods shall be returned to the Second Party for replacement at the risk and cost of supplier. The company will be bound to replace the short expiry items whereby intimation would be given to the manufacturer or importer or their designated focal person as the case may be. Intimation may be done six months before the expiry of the respective item (s).
9. First Party shall recommend for taking legal / lawful action against the Second Party regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Second party, pertaining to the Drugs Act 1976 and / or the execution of this contract agreement. The First Party shall take lawful / legal action against the Second Party in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern suchlike situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.
10. The Second Party agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to First Party under this contract agreement:
- a. Each item shall be supplied to First Party in the packing and packaging unit as approved and registered by the DRAP. The Second Party shall supply all the unit items bearing the words "PROPERTY OF PIC-MTI, NOT FOR SALE" in block letters and clearly visible manner with indelible ink on the label, outer packing of each individual unit item as well as on its outer carton/s.
- b. The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clear and legible manner.





c. The goods shall be packed and transported to the First Party in accordance with the provisions contained in the Standard Bidding Documents.

11. The Procuring entity / purchasing entity or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, Godowns, laboratories etc. at any time during the financial year 2023-24 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber Pakhtunkhwa. If anything found in contravention of cGMP, clauses of Drug Act 1976 and/or this Contract Agreement the First Party shall have the sole liberty to take any lawful action as deem appropriate, against the supplier which may include but not limited to cancellation of supply order/ orders given to the suppliers by the Purchasing Agencies as well as imposition of penalties, forfeiture of supplied stock, forfeiture of performance guarantee and /or earnest money as the case may be, stoppage and/or recovery of payment made to the supplier.

12. RATE VALIDITY:

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to 31-Dec-2024

13. The amount of performance security, as a percentage of the Contract Price, shall Not Be Required. However, the bid security of Rs. 200,000/- received at the time of bids submission shall be retained by Peshawar Institute of Cardiology as Performance Security till the end of contract period and will be released back to successful bidders after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.

14. WARRANTY:

a. For Drugs items the supplier shall provide warranty on prescribed form (2A), in accordance with the Drugs Act, 1976, to the Procuring / purchasing entity for each item supplied in response to supply orders.

b. For Non-Drugs Items the supplier shall provide warranty to the First Party in accordance with Special Conditions of Contract as provided in the approved Standard Bidding Documents for this bidding competition, for each item supplied in response to supply orders.

15. PAYMENT SCHEDULE:

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Second Party to the First Party immediately after complete supply of stock. The Second Party shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.

16. FORCE MAJEURE:

a. In case of the situation related to Force Majeure, the Second Party may inform the First Party in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the First Party for the grant of extension in the supply period.

b. First Party in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Second Party, may extend the period of supply of goods up to a maximum of not more than thirty days.

17. PENALTIES:

a. The schedule for supply of goods shall be as under:

i. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available

ii. Within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported. (BL bill of lading should be attached)

b. The Penalty on late supply of goods shall be charged as under



