



AGREEMENT DEED

FOR PROCUREMENT GOODS THROUGH FRAME WORK AGREEMENT

THIS AGREEMENT DEED is made on this day of 21-02-24 and made effective with effect from 16-02-24 will be valid till 15-02-27 by and between

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 Burhani Enterprises

(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 (Supply, Installation and Commissioning, Maintenance of Laboratory Fully Automated Arterial Blood Gas System & Coagulation System on Reagent Rental Basis PIC-073) (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)
- List of Winning Items (Annexure-A)

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.

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- 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:

1. The Contract Agreement is made in light of Framework Contract (Rule31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014
2. Duration of Contract will be 3 years. Initially contract will be signed for 3 years and may be renewed/extend for further periods of one (01) year on the same Terms and Conditions mutually agreed upon by the concerned parties.
3. Second Party shall deliver and install the Equipment/Goods at the premises and precincts of Peshawar Institute of Cardiology.
4. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment/Goods.
5. A functional barcode system integrated all blood collection units within.
6. Second party will provide the UPS with the minimum 02 hours backup for offered system.
7. Second Party will provide free of cost calibration, controls and parts maintenance.
8. Second party will be responsible for maintenance, parts, batteries and operation of the UPS during the contract period.
9. Second Party will provide the equipment and its accessories and consumables and filters/resins required for RO WATER SUPPORT as per the requirement of offered System during the contract period. (If applicable)

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10. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
11. All prerequisites required for installation of including (Electrical wiring, Electrical sockets, UPS, (online), WRO for SYSTEM and Assays) and Mechanical / Plumbing), to control heat dissipation in the SYSTEM room will be the responsibility of the Second Party. (If applicable).
12. Any complaint raised from First Party to Second Party shall be resolved within 24 hours.
13. If Second Party fails to resolve the complaint within 24 hours, Rs.5000/ Day will be charged to Second Party as penalty for delay.
14. The Equipment/goods supplied under this Agreement Deed shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, it shall conform to the authoritative standards appropriate to the Equipment's country of origin. Such standards shall be the latest issued by the concerned institution.
15. The second party shall provide exactly the same item as per approved sample from First Party.
16. Any increase in quoted prices, until this contract validity, from Second Party will not be acceptable to First Party.
17. The Second Party will be liable to complete the supply within stipulated time limit i.e., 30 days after the issuance of the Purchase order and will be according to following schedule
 - a. Within 30 days from the date of issuance of supply order by the Purchasing Agency for items to be locally available
 - b. 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)
18. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.
19. The Second Party warrants that the Equipment/Goods supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed. The Second Party further warrants that all Equipment supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Equipment in the conditions prevailing in the country of First Party.
20. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
21. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
 - a. if the Second Party fails to deliver any or all of the Equipment/Goods within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
 - b. If the Second Party fails to perform any other obligation(s) under this Agreement Deed.
 - c. If the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
22. In case the Second Party failed to complete the supply till the due date i.e. 30 days from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
 - a. Penalty @ 2% for Late Supply within 15 Days from due date of delivery.
 - b. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.

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c. Penalty @ 10% For Late Supply within 31-150 Days from the due date of delivery.

23. The Second Party shall be responsible for the transportation of the Equipment/Goods and the transportation charges incurred thereof. The Second 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 reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of committing a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law.
24. The Second 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 First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment/goods.
25. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.
26. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
27. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. 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.
28. The Second Party shall provide such packing of the Equipment/goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. 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 Equipment's final destination and the absence of heavy handling facilities at all points in transit.
29. 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 Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
30. The First Party will be at liberty, at all times and shall have the right to return the Equipment, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
31. 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.
32. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for

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default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Any notice given by one party to the other pursuant to this Agreement Deed 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.
34. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
35. Payment to the Second Party 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.
36. The Equipment/goods shall be open to inspection at all times during the agreement period. The inspection shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
37. Besides the above conditions the Second Party shall be bound to fulfill the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
38. Each Clause of this Agreement Deed shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise indicated by the context of this Agreement Deed. The decision or declaration that one or more of the Clauses are null and void shall have no effect on the remaining Clauses of this Agreement Deed.
39. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Board of Governors of the First Party and their decision will be final in all aspects and the Second Party warrants to abide by the decision of the Board of Governors of the First Party and will be bound by the decisions.
40. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
41. The validity, interpretation, construction and performance of this Agreement Deed shall be governed by the Laws of Khyber Pakhtunkhwa in Pakistan. This Agreement Deed shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
42. **IN WITNESS WHEREOF** the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and has executed the same, setting their signatures below, on the date and place mentioned above.



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Hospital Director
Peshawar Institute of Cardiology
For & On Behalf of First Party

Talib Hussain
C.E.O
M/S Burhani Enterprise
For & on Behalf of Second Party

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WITNESSES

FOR FIRST PARTY

No.1.: 49000
Name Dr. Saba Khan
C.N.I.C No.: 16101-8378266-6
Contact No.: 03322438989

No.2.: Sh
Name Shoaib Ayub
C.N.I.C No.: 17211-8584579-1
Contact No.: _____

FOR SECOND PARTY

No.1.: 777
Name: Sajid Ali
C.N.I.C No.: 17301-3332979-9
Contact No.: 0301-5906182

No.2.: AN
Name: Asad Noman
C.N.I.C No.: 17301-4757560-5
Contact No.: 0333-9304717

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