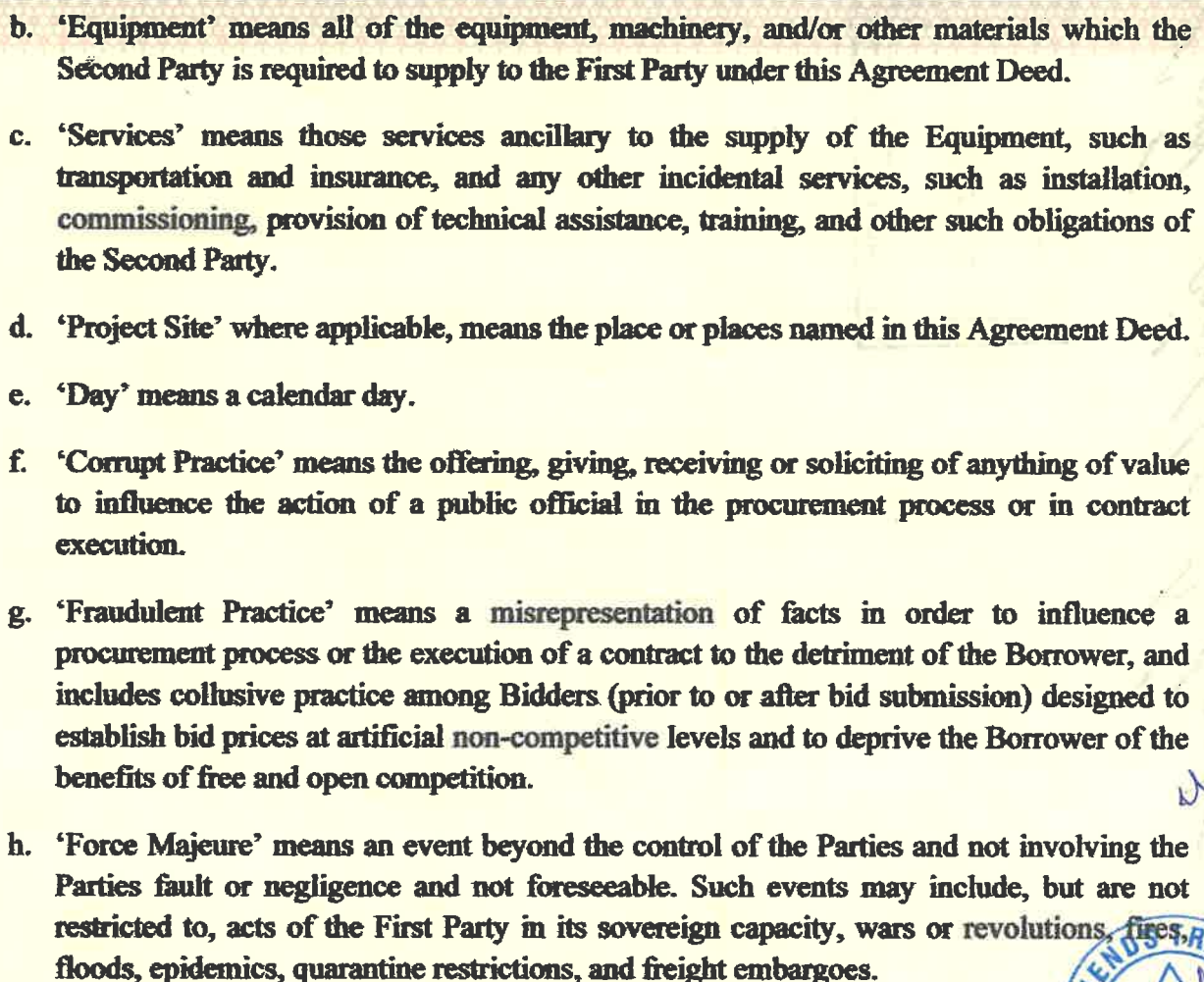


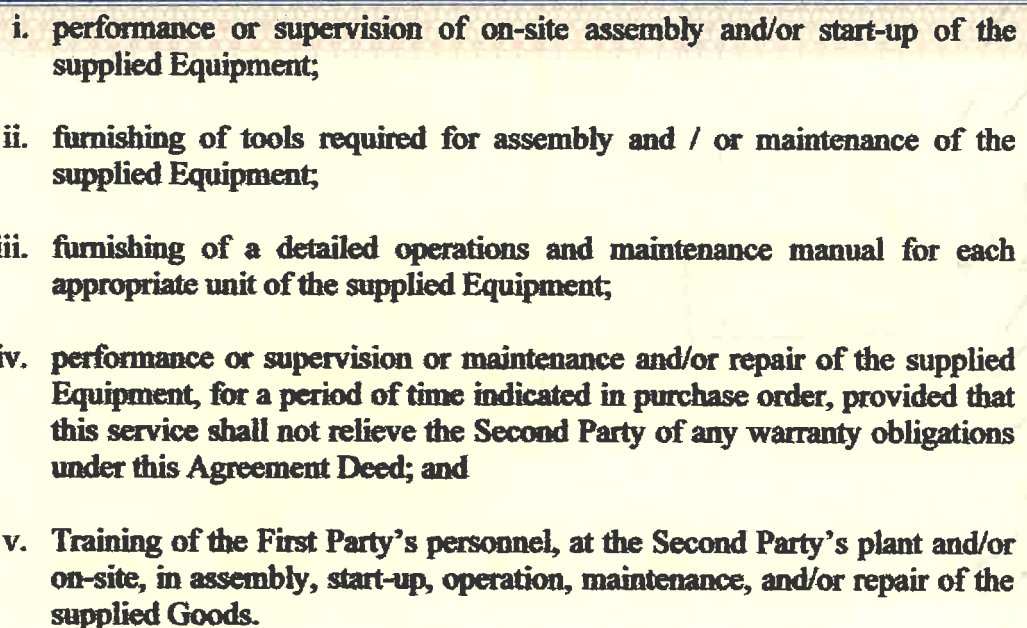
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1. **Second Party shall deliver and install the Equipment at the premises and precincts of Peshawar Institute of Cardiology on DDP basis.**
2. **The specification, quality, quantity of goods shall be in conformity to purchase order, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Equipment.**
3. **The Equipment 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.**
4. **The Second Party shall be required to provide any or all of the following services, including additional services, if any, specified in contract:**

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- by *Maxime*

- Warranty Period
- of any claims arising
in 10 days if the repair
- ATTESTED
Zahoor Khan Advoca
Notary Public
Bahawalpur District & Session Courts Bahawalpur

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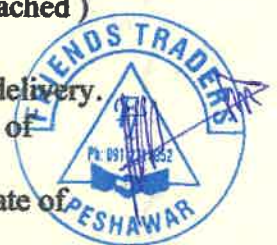
10. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:

- a. if the Second Party fails to deliver any or all of the Equipment 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.

11. DELIVERY OF ITEMS.

- 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
 - iii. Penalty @2% For Late Supply within 15 Days from due date of delivery.
 - iv. Penalty @ 5% For Late Supply within 16-30 Days from due date of delivery.
 - v. Penalty @ 10% For Late Supply beyond 30 Days from the due date of delivery.

my agent



12. The Second Party shall be responsible for the transportation of the Equipment 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 commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law. A fine up to ten percent (10%) of the Consideration shall also be inflicted against the Second Party.

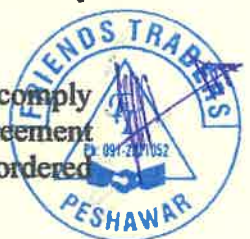
13. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment.



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14. 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.
15. 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.
16. 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.
17. The Second Party shall provide such packing of the Equipment 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.
18. 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.
19. 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.
20. The Second Party shall be bound under this Agreement Deed to provide the warranty, maintenance and services of Equipment which must be Five (05) years with spare parts including accessories from the date of installation. The Second Party shall be bound to keep available the spare parts for 10 years.
21. Warranty shall be five years, for maintenance contract, including service and parts. The period for correction of defects in the warranty period is Five years after installation with free parts and free services.
22. Post warranty shall be 0.99 % of the contract value per year, for maintenance contract, including service and parts.



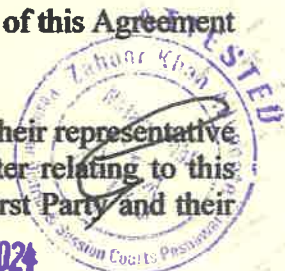
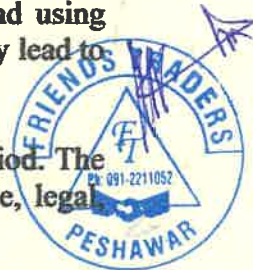
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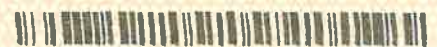
23. The Second Party shall deposit 10% Performance Security of the contract prices to the First Party, which will be refundable after expiry of the period of warranty/guarantee and services after necessary adjustments.
24. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under 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.
25. 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.
26. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
27. 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.
28. The Equipment shall be open to inspection at all times during the agreement period. The inspection of Equipment shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
29. 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.
30. 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.
31. 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

M. Farhan



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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.

32. 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
33. 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.

IN WITNESS WHEREOF the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

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

[Signature]
Nouman Khan Lodhi
Managing Director
M/S Friends Traders



WITNESSES

FOR FIRST PARTY

No.1.: *[Signature]*
Name: *Egor Shouab*
C.N.I.C No.: *35201 42884075*
Contact No.: *0312 544 2238*

No.2.: *[Signature]*
Name: *Haisar Zaman*
C.N.I.C No.: *14202-3522804-7*
Contact No.: *0310-8638624*

FOR SECOND PARTY

No.1.: *[Signature]*
Name: Ebad Rehman
C.N.I.C No.: 17301-9732550-3
Contact No.: 0347-9593042

No.2.: *[Signature]*
Name: Shehroz Pervez
C.N.I.C No.: 17301-1262122-9
Contact No.: 0333-9327528

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