**CONTRACT AGREEMENT**

*(FOR SUCCESSFUL BIDDERS)*

THIS CONTRACT AGREEMENT is made and agreed today on \_\_\_ of **November,2024-25** between the Government of Khyber Pakhtunkhwa Health Department through Principal, Zulfiqar Ali Bhutto Post Graduate Paramedical Institute (ZAB PGPI)**,** *(hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial* Government of Khyber Pakhtunkhwa); and **Messrs**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ CNIC No. \_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_, (hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s) that:

WHEREAS the Procuring Agency has made a bidding *competition for* ***PROCUREMENT OF LABORATORY EQUIPMENT, TEACHING AIDS, AND ESTABLISHMENT OF COMPUTER LABS FOR BS PROGRAM FOR THE YEAR 2024-25*** for supply (**Name of equipment, Country of origin along with model at Rs**.) machinery & equipment, instruments and other hospital supplies *(hereinafter referred to as goods)* for actual purchases of the selected and contracted goods to be made by the offices / officers of the Health Department, Government of Khyber Pakhtunkhwa *(hereinafter called the Purchasing Agency or Purchasing Agencies where the context so admits);* and

**WHEREAS** the Supplier is declared successful for goods (**Name of equipment, Country of origin along with model at Rs**.). for which he has won the bidding competition for supply of goods to the Procuring Agency and WHEREAS both the parties have agreed that the Procuring entity shall purchase all or some or none of the goods, based on requirement and funds availability for approved goods from the Supplier at the sole discretion of the individual Purchasing Agencies; and

**WHEREAS** the Supplier shall supply all the goods ordered by the Purchasing Agency in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe as mentioned in bidding Documents i.e., within 90 days from the date of issuance of supply order by the Purchasing Agency for items to be imported items while 60 days for locally manufactured items; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with the financial bids; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency 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 the situation/s.
2. The Supplier shall supply the ordered goods to the Purchasing Agency exactly at the address of the official premises as per supply order/s.
3. The Supplier 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 Purchasing Agency 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.
4. 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.
5. The Procuring Agency shall arrange to obtain sample/s (where applicable) from supplier before Finalization of award with the successful bidder in each category.
6. The Supplier will arrange demo (where needed) for the physical inspection to the Procuring Agency and shall bear the associated cost.
7. The Supplier will make necessary arrangements including on job training to the end user before release of final payment or damage liability period is over.
8. The Supplier will provide Service Manual, Circuit diagram and error logbook and operational Manual for the supplied goods (if required).
9. In case of non-supply or delayed supply of items the Supplier shall be proceeded against under the relevant law of the land i.e., Procurement regime and associated country laws.
10. The Purchasing Agency shall recommend to the Procuring Agency for taking legal / lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier during the execution of this contract agreement. The Procuring Agency shall take lawful / legal action against the Supplier 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.
11. The Supplier agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:
12. The Procuring Agency or its representative shall have the right to inspect the manufacturing facility, premises, warehouse, godowns, laboratories etc. at any time during the financial year and/or till the execution of supply orders given under this contract agreement.
13. ***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 **30th June 2025**.
14. ***PERFORMANCE GUARANTEE:*** Upon receipt of supply order from the Purchasing Agency, the Supplier shall submit Performance Guarantee to the former, amounting to ten per cent (10%) of the total value of each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Purchasing Agencies till warranty period as per bidding documents.
15. ***WARRANTY:*** The supplier shall provide warranty on prescribed form in Bidding Documents to the Purchasing Agency for each item supplied in response to supply orders.
16. ***PAYMENT SCHEDULE:*** Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier, to the Procuring Agency immediately after complete supply of stock and inspection report. The Supplier 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.
17. ***FORCE MAJEURE:***
    1. In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency and the Purchasing Agency in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication and request the Procuring Agency for the grant of extension in the supply Period.
    2. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days without penalty. However, the Procuring Agency and / or Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year and lapse / surrender of public funds vis-à- vis the normal financial management procedures in public sector.

**18. *PENALTIES:***

* 1. The Supplier shall complete the supply of the ordered goods under this agreement within the stipulated period as laid down in the SBDs. In case of delay in supplies reaching to the Purchasing Agency, except in situation/s covered under clause 17 above, the following penalties shall be imposed by the Purchasing Agency upon the Supplier: For delay in supply from one day up to fifteen days, a lump sum penalty amounting to three percent (03%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency. For delay in supply from sixteen days up to thirty days, a lump sum total penalty amounting to seven per cent (07%) of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency. Upon delay in supply more than thirty days, the supply contract shall stand cancelled and the ten percent performance guarantee shall stand forfeited and Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the or any other health institution, project and / or Program directly or indirectly run or implemented by or through the provincial Health Department or autonomous Medical Teaching Institutions or district governments in Khyber Pakhtunkhwa; and Initiating the process for and recommending for blacklisting of the Supplier under the rules with the Agencies; and Proceeding for de-registration of the winning bidder under the relevant laws as well as further judicial proceedings, if the situation so warrants in the opinion of Procuring Agency.
  2. In case of delay of more than thirty days extended period as in clause 17 above, the contract shall stand cancelled and the performance guarantee of ten per cent shall stand forfeited.

**19. *INDEMNITY:***

Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and /or to be exercised by the Procuring Agency and / or Purchasing Agency and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and / or otherwise. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder’s fee given by the Supplier for the purpose of obtaining and /or inducing the Procurement of any contract, right, interest, privilege or other obligation/s or benefit in whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

**20. *RESOLUTION OF DISPUTES:***

The Purchasing Agency and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies. Despite such negotiation if the Purchasing Agency& Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary Health Khyber Pakhtunkhwa for decision through a Dispute Resolution Committee under the chairmanship of Secretary Health Khyber Pakhtunkhwa with Principal PGPI, Khyber Pakhtunkhwa and Additional Secretary Health Khyber Pakhtunkhwa as members. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

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| **PARTY-1**  Signature  PRINCIPAL PGPI PESHAWAR  (For and on behalf of Government of Khyber Pakhtunkhwa, Health Department Peshawar) | **PARTY-2**  Signature:  Name:  Designation  CNIC No.  Stamp:  (For and on behalf of the Bidder) |
| **WITNESS NO. 1**  Signature:  Name:  Father’s Name:  Address:  CNIC No | **WITNESS NO. 2**  Signature:  Name:  Father’s Name  Address:  CNIC No: |