**MTI ATH DISPOABLE/ MEDICAL DEIVICES OF ORTHOPADIC IMPLANTS CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made and agreed today dated / /2023 between the MTI ATH Abbottabad through Hospital Director *(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 the M/s \_\_\_\_\_\_\_\_

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CNICNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(hereinafter referred to as the \_\_\_\_\_\_\_ Contractor/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 selection and rate contracting of Purchase of Disposble/Medical Devices of Orthopadic Implants *(hereinafter referred to as goods)* for actual purchases of the selected and rate contracted goods to be made by the MTI ATH*(hereinafter called the Procuring Agency or Procuring Agency where the context so admits);* and

WHEREAS the Supplier declares that he is a valid retailer/wholesaler under the Drugs Act 1976 and rules framed thereunder; and

WHEREAS both the parties have agreed that the Procuring Agency shall purchase all or some or none of the goods from the Supplier at the sole discretion of the individual Procuring Agency; and that

1. The Khyber-Pakhtunkhwa Public Procurement Agency (KPPRA) rules 2014 shall be the part of this contract agreement.
2. The Supplier agrees to take full responsibility for the validity and implications, that may arise in the future, of declaration as submitted by him through an affidavit on judicial stamp paper along with the SBDs in his submitted bid; 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 as per 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.
3. The Supplier shall supply the ordered goods to the concerned Procuring Agency at the Pharmacy Services Department (PSD) MTI ATH Abbottabad. And the facility of the supplier must be available round the clock (24/7/365) including calendar gazette holidays.
4. The Supplier shall be solely responsible for the safe and appropriate method and mode of transportation, loading, and/or unloading at the time of delivery to the destination address indicated by the Procuring Agency.
5. The Supplier shall also ensure the advanced mode of communication and latest technology (Internet, Phone or whatever the case may be, etc.) for placing orders.
6. The Supplier shall be solely responsible for any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may or potentially affect the safety, quality, and efficacy of the supplied goods till the time of delivery and the consequences arising therefrom till the utilization of the same, if any.
7. The Supplier shall not claim or charge any transportation, loading/unloading, labor, or any other charges, whatsoever, related to or in the name of logistics, accidents, insurance, freight, toll tax, etc.
8. The Supplier shall supply all the goods in full conformity to the specifications as required by Pharmacy Services Department MTI ATH Abbottabad.
9. Supplier shall supply to the Procuring Agency, the goods having maximum possible long expiry dates and/or acceptable to the Pharmacy Services Department MTI ATH Abbottabad.
10. In case of taking any action contravening to any provision/s of the applicable law/s and rules, the Supplier shall render himself liable to such lawful action/s as deemed appropriate and taken against him under any or all the applicable act/s, law/s, rule/s of the Government of Khyber Pakhtunkhwa, terms and conditions of the SBDs and the clauses of this contract agreement.
11. The Procuring Agency shall recommend legal/lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply, or any other unlawful action/shortcoming, without prior approval/information from Pharmacy Services Department, on the part of Supplier, about the Drugs Act 1976 and/or the execution of this contract agreement. The designated person from the Pharmacy Services Department shall report about the non-supply, short supply, substituted supply, delayed supply, or any other unlawful action/shortcoming.
12. The Procuring Agency or its representative shall have the right to inspect the facility, premises, warehouse/s, godown/s, etc. at any time during the financial year 2023-24 and/or till the execution given under this contract agreement by the Procuring Agency. If anything found in contravention of the Good Storage Practices (GSPs), clauses of the Drugs Act 1976, DRAP Act 2012 & rules framed thereunder, Drug Sales Rules 1982 as amended in 2017 or any act or rule where deemed necessary and/or this Contract Agreement the Procuring Agency shall have the sole right and authority to take any lawful action as deemed appropriate, against the Supplier.
13. The Supplier agrees that the contract shall remain valid till and up to 30th June 2024.The contract may be extended till the finalization of the next tender if not finalized before 30/06/2024 due to unavoidable circumstances.
14. 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 concerning the execution of this contract agreement, the Supplier agrees to indemnify all of 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.
15. The supplier agrees to execute the contract strictly as per the terms & conditions laid down in the contract, in case of failure or non-compliance, the security deposit shall be forfeited, and/or the contractor should be blacklisted, or both or as the case may be.
16. The Procuring Agency as the case may be, 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. However, despite such negotiation if the Procuring Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Hospital Director, MTI ATH Abbottabad for decision through Institutional Management Committee (IMC) with the recommendation to Hospital Director for further approval.
17. The supplier agrees that All the orders shall be directly supplied to the Pharmacy Services Department through a nominated and authorized person of the staff from the Pharmacy Services Department and the contractor. NO supply shall be given to any private, unauthorized, or chit bearer at any cost. All the LP orders must be sanctioned/approved by the Hospital Director or any other designated person nominated by his office.
18. The supplier shall be bound to supply the original warranty/invoice track record of the supplied items, failing to which shall be dealt as per the Drugs Act 1976. In case of discrepancy/contravention to any section/s of the Drugs Act 1976, the Supplier shall be solely responsible to lawful action/s for such discrepancy/contravention.
19. The supplier is bound to complete the supplies for local manufactrure within 30 days & for Importers within 60 days. Any delay beyond 30 & 60 days for lacal and importer a penalty of 1% per week up to a maximum 7% (seven weeks).
20. In case of non-supply beyond 7 weeks of the demanded items, the MTI ATH shall have the right to make an alternative arrangements at the risk and cost of the Contractor which shall be,

a). arrangement of required items by the Hospital and payment for it by the Contractor.

b). Claim or deduction from the bill equal to the amount paid over and above the approved rate to make the losses compensated.

c). In case of any default by the Contractor, the MTI ATH upon a report by the Doctor and or the Pharmacist shall impose a penalty which may extend to the forfeiture of the Bid security or blacklisting.

1. In case of breach of the contract agreement on the part of the supplier, the Earnest money shall be confiscated partially or totally in the favor of the Procuring agency.
2. The items shall be stamped (MIT ATH, Supplies Not for sales).
3. Both the parties agree that the Hospital Director in the capacity of being the overall head of the MTI ATH and or the Head of Pharmacy Services Department, has the authority to regulate if deemed appropriate, under the provisions for the best institutional interests, through imposing restrictions and/or classifying and/or grouping any demanded item/s for stopping, increasing or decreasing the purchase of such item/s by the Procuring Agency to rationalize and/or control the use and/or misuse of such item/s.
4. All Taxes including sale tax and income tax Shall be imposed on supplier as per Government polices.
5. The shelf life of in case of imported items munt not be lses then 70% and in case of local items 90% at the time of delivery.
6. In case of short expiry the hospital administration will communicate in written six months before the expiry for the replacement with fresh stock on the expense of supplier.
7. In case of any complient or suspicious quality the sample will be analzed as per institution policy through provinicial Drug testing laboratrory on the cost of supplier & the cost of the drug analysis shall be deducted form the invoice/bill of the supplied items of the firm.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Signature**  **Hospital Director MTI ATH**  **For and on behalf of MTI ATH Abbottabad,** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature:  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Stamp:  **For and on behalf of M/s \_\_\_\_\_\_** |
| **WITNESS NO. 1**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **WITNESS NO. 2**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Father’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |