

## **MTI ATH RATE CONTRACT AGREEMENT (for successful bidders)**

**THIS CONTRACT AGREEMENT** is made and agreed today dated / /2024 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 Super Decent through

Mr. \_\_\_\_\_ Designation \_\_\_\_\_

CNIC No. \_\_\_\_\_, (*hereinafter referred to as the Local Purchase 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 Local Purchase (L.P Regular, SSP, PBM, Zakat and Lissail-e-Wal-Mehroom, etc.) for medicine (*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 and MTI ATH Manual of blacklisting 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 must supply the general demand GLP within 24 while the supplies for SSP patients shall be completed within 2 hours' time.
5. In case the selected bidder is having premises beyond 03 Km meters, they will have to occupy/establish the facility within a 01 Km radius of the MTI ATH Abbottabad for facilitation.
6. 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.
7. 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.
8. 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.

- 9.** 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.
- 10.** The Supplier shall supply all the goods in full conformity to the specifications as required by Pharmacy Services Department MTI ATH Abbottabad.
- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** 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 2024-25 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.
- 15.** The Supplier agrees that the contract shall remain valid till and up to 30<sup>th</sup> June 2025. The contract may be extended till the finalization of the next tender if not finalized before 30/06/2025 due to unavoidable circumstances.
- 16.** 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.
- 17.** 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.
- 18.** 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.

19. The Supplier agrees to supply the required brands of all drugs acceptable by the Pharmacy Services Department as per the approved LP Brand formulary, with special emphasis on the lowest-priced and highly effective available brands. In case of non-availability of the economical and cost-effective brands, as per the approved LP brand formulary, the supplier shall provide the Non-availability (N/A) certificate of the same from the authorized distributor of the firm and will proceed to the 2<sup>nd</sup> lowest priced brand and in case of non-availability of the second lowest priced brand shall proceed to the 3<sup>rd</sup> one and so on however in either case shall not provide brand of his own choice other than the formulary brand.
20. In case of non-availability of all formulary brands of Medicines, Surgical Disposables, Medical Devices, and Non-Drug Items in the local market, the Contractor shall immediately communicate it in writing with a solid reason to the concerned officer/pharmacist for an alternate remedy in the interest of patient care and treatment. The concerned pharmacist shall verify the Non availability certificate/s from the open market of Abbottabad from the concerned distributor/ three reputed Retail Pharmacies. In case of confirmation of the non-availability of the required brands in the market by the pharmacist, the brands acceptable to the pharmacy services department shall be received by the concerned pharmacist/Pharmacy Technician and the record of the non-availability shall be attached to the invoice bill. In case of the fake non availability certificate provided by the contractor, the contractor shall be liable to the penalty as suggested by the pharmacy services department and repetition of the same practice for three times shall be dealt as per ATH Manual of Blacklisting.
21. The supplier further agrees that they offer a maximum discount rate of \_\_\_\_\_% for medicines and \_\_\_\_\_% on surgical disposable and non-drug items respectively. If during the billing process, any excess amount is charged by the Supplier, the same shall be deducted from the pending bills or deposited security of the supplier.
22. The supplier agrees that All the LP 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. Furthermore;
- a. The supplier will depute his staff to collect local purchase orders for Inpatients from the Pharmacy Services Department MTI ATH round the clock and must deliver these ordered medicines complete in all respects on the same day. Failure to completely provide the sanctioned LP and/or partial supplies shall lead to the imposition of penalty at the rate of 5% of the total amount of the sanctioned LP.
  - b. The contractor must note down the Batch No., Expiry date, the quantity provided, and MRP on the warranty invoice for the requested items.
  - c. The Contractor must submit the computerized bills on a **WEEKLY** basis for payment along with the original warranty/invoice as per sections 23(1) (a-k) of the Drugs Act 1976. The supplier shall also provide the company invoices, and/or Product/packaging for verification of MRP Values. Overcharging if any, found at any stage shall be a liability for compensation to the Hospital even if the contract is expired or if the bills are under processing.
  - d. 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.

23. The Supplier shall not approach for the clearance of bills until the final claim amount exceeds 70 Million Rupees in case of non-payment of the bill on any reason the contractor shall continue the delivery of goods and shall not stop the supply on the pre text for reasons of non-payment of Bills however smooth cycle of supply and paying back to the contractor shall be secured through the full proof mechanism which shall not root to any ugly situation in any shape to safeguard the interest of the institution.
24. The supplier shall be bound to ensure the availability and provision of Emergency and Lifesaving Medicines, surgical disposables, and non-drug items 24/7/365 as and when demanded by the Purchasing agency.
25. The MTI ATH shall be bound to deduct a discount at the rate of \_\_\_% for medicines and \_\_\_% on the surgical disposable and non-drug items respectively on MRP for drugs and current market rates for the surgical disposables and non-drug items. The suppliers agree that to pay all the duties and/or taxes required to be paid in compliance with relevant laws in a prescribed manner.
26. In case of non-supply of the demanded items, the MTI ATH shall have the right to make an alternative arrangement 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 substitute Medicines, Surgical Disposables, Medical Devices, and Non-Drug Items supply or any default by the Contractor, the MTI ATH upon a report by the Doctor and the Pharmacist shall impose a penalty which may extend to the forfeiture of the Bid security.
27. 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.
28. 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.

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**Signature**  
**Hospital Director MTI ATH**  
**For and on behalf of MTI ATH Abbottabad,**

**WITNESS NO. 1**

Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
 CNIC No. \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
**Signature:**

Name: \_\_\_\_\_

Designation \_\_\_\_\_

CNIC No. \_\_\_\_\_

Stamp:

**For and on behalf of successful Bidder**

**WITNESS NO. 2**

Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
 CNIC No. \_\_\_\_\_

Signature: \_\_\_\_\_