**PAKISTAN NAVY MEDICAL STORE DEPOT 'PNMSD'**
**(AT PNS SHIFA KARACHI)**
**TELE: 021 48506870**

# Tender Document for Invitation to Bid FY 2026-27

Tender no: MSD-EME /2026-27/02

**For Supply of Electro-Medical Equipment/ Instruments**

**WARNING**

| |
|---|
| Any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores or to any press or agency not authorized by PNS SHIFA Karachi to receive it. The breach of the undertaking shall be punishable under the Official Secret Act 1923. |

## INVITATION TO TENDER AND GENERAL INSTRUCTIONS

DEAR SIR / MADAM,

1. PNMSD, PNS SHIFA invites you to tender for the supply of stores/equipment/ services as per details given in attached schedule to tender (Annex A) subject to compliance with general terms and conditions (Annex B).

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DDP&I-35 (Revised 2019) covering general terms & conditions of contracts. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA rules 2004 (www.ppra.org.pk) and DDP&I-35 (revised 2019)

3. **Conditions Governing Contracts**: The 'contract' made as result of this I/T (invitation to tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'purchaser' and the 'seller' on accordance with Defence purchase procedure & instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence stores / services specified herein.

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

4. **Delivery of Tender.** The tender documents covering technical and commercial offers are to be furnished as under:-

4.1. **Commercial Offer**. The offer will indicate prices quoted in figures as well as in words in the currency mentioned in it. It should be clearly marked in fact on a separate sealed envelope "commercial offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, President LP Committee PNS SHIFA reserves the right to accept lowest technically accepted option if more than one options were accepted in technical scrutiny report.

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

4.2. **Technical Offer:** Technical Offer should clearly mention **nomenclature, model name, manufacturer, country of origin, manufacturing** along with all relevant specifications (or as specified in IT) and essential **literature/brochure**, **drawings** and **compliance metrics** in a **separate sealed envelope** and clearly marked "Technical Offer" without prices, with tender number and date of opening.

| Understood agreed | Understo not agree |
|---|---|
| ☐ | ☐ |

Table A: Technical bid format for electro medical equipment/ instruments

| Tender Sr. No | Description along with detail accessories | Model and Make | Country of origin | Technical requirement as per IT | Technical spec offered by the firm | Firm's endorsement (Comply/ Partially Comply/Non Comply | Justification of non-compliance | Warranty period |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

Table C: Commercial Bid Format

| Tender Sr no | Nomenclate | accounting unit (a/u) | other specs/ packing | manufacturer/ company | distributor/ supplier | Quoted price without GST/ Taxes | Quoted price with GST/ Tax(QP) *(If exempted, mention it separately) | Total quoted price (QP x a/u) |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

4.3. Tenderer shall fill all columns and sign and attach copy of tender document, copy of quoted list of items, technical proposal & financial proposal along with brochures, affidavit and other documents required as per tender document.

5. <u>Technical Evaluation</u>

5.1. It will be carried out by local purchase committee constituted by NHQ. The committee will evaluate the bids in the light of required specifications and specifications as approved by government in all relevant drug manufacturing/ marketing or labeling laws. The committee may reject any proposal, which do not conform to the specified requirements and technical criteria as mentioned in the tender document. During technical evaluation, no amendments in the technical proposal will be permitted.

Understood agreed ☐ Understood not agreed ☐

5.2 The committee may reject bids, which are not as per the given format or those in which required data is not clearly mentioned.

Understood agreed ☐ Understoo not agreed ☐

5.3. The committee shall be empowered to recommend suitable and appropriate equipment in the interest of patient. Other factors to be considered for declaring the firm responsive / non-responsive includes but not limited to;

Understood agreed ☐ Understood not agreed ☐

5.4. The committee will recommend the technically responsive firms for opening of their financial bids.

5.5. The firm will submit the offers as per undermentioned format

Understood agreed ☐ Understood not agreed ☐

| Tender Sr. No | Description along with detail accessories | Model and Make | Country of origin | Technical requirement as per IT | Technical spec offered by the firm | Firm's endorsement (Comply/ Partially Comply/ Non Comply | Justification of non-compliance | Warranty period |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

6. **<u>Special Instructions</u>**. Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted along with your offered conditions. Tender may however be liable to be rejected.

Understood agreed ☐ Understoo not agree ☐

6.1. Firms shall submit their offers in a sealed envelope containing two sealed envelopes (i.e. one copy of commercial offer and one copy of the technical offer) and envelops clearly marked "technical proposal", "commercial

Understood agreed ☐ Understoo not agreed ☐

proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of it and it opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the quoting firm and the procurement agency indicating, issuance date of it and no, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

6.2. The tender duly sealed will be addressed to the following:-

Understood agreed ☐ Understood not agreed ☐

Pakistan Navy Medical Store Depot
PNS SHIFA
Defence Phase -II
Karachi
Tel: 021-48506513

7. **Date and time for Receipt of Tender**. Tender must reach this office by the date and time specified in the schedule to tender with Annex A attached. This directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will not be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at PNMSD on phone no 021-48506478 well before the opening date / time.

Understood agreed ☐ Understood not agreed ☐

8. **Tender Opening**. Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if technical offer is found acceptable on examination by technical authorities of service HQ. Date and time for opening of commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified would be rejected without exception and returned un-opened i.a.w rule 28 of ppra-2004.

Understood agreed ☐ Understood not agreed ☐

9. **Validity of Offer.**

9.1. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. **120** days or less as per original offer) i.a.w PPRA rule-26.

Understood agreed ☐ Understood not agreed ☐

9.2. The quoting firm will certify that in case of an additional requirement of the tendered items (s) in any Qty(s) within a period of 12 months from the date

Understood agreed ☐ Understood not agreed ☐

of signing the contract, these will also be supplied at the ongoing contract rates with discount.

10. <u>Part Bid</u>. Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The president LP Committee reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Understood agreed ☐ Understood not agreed ☐

11. <u>Quoting of Rates</u>. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, PNMSD reserves the right to reject such offers on-spot besides confiscating firm's earnest money / bid security and take appropriate disciplinary action. Conversion rate of FE/IC components will be considered w.e.f. opening of commercial offer as per PPRA rule-30(2).

Understood agreed ☐ Understood not agreed ☐

12. <u>Withdrawal of Offer</u>. Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, earnest money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.

Understood agreed ☐ Understood not agreed ☐

13. <u>Provision of Documents in case of Contract.</u> In case any firm wins a contract, it will deposit following documents before award of contract:

Understood agreed ☐ Understood not agreed ☐

13.1. Proof of firm's financial capability.
13.2. Foreign seller has to provide its registration number issued by respective department of commerce authorizing export of subject stores.
13.3. Principal/agency agreement.
13.4. Registration with Pakistan navy (provisional registration is mandatory)
13.5. For award of contract, firm is liable to register itself with HQ COMKAR.

14. <u>Tender Fee</u>. Tender document may be obtained from PNMSD during working hours as mentioned in the advertisement by depositing MRO of Rs. PKR 1,000/- in the State Bank of Pakistan. Copy of the slip may be deposited in the PNMSD.

Understood agreed ☐ Understood not agreed ☐

15. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a call deposit receipt (CDR) at the rate of 2.5% of total quoted value in favor of commandant PNS SHIFA KARACHI.

Attached ☐ Not Attached ☐

16. <u>Return of Earnest Money</u>

(i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of bank guarantee and its acceptance by CNA.

17. **Inspection authority.** Joint inspection will be carried out by deputy commandant PNS SHIFA KARACHI, relevant HoD, EMO and rep of PNMSD or a team nominated by Commandant PNS SHIFA. Inspection shall be as prescribed in DPP&I-35 (Revised 2019) or as per terms of the contract.

Understood agreed ☐ Understood not agreed ☐

18. **Condition of Stores.** Brand New stores will be accepted on firm's warranty/guarantee form DPL-15 enclosed with contract.

Understood agreed ☐ Understood not agreed ☐

19. **Documents Required.** Following documents are required to be submitted along with the quote:

Understood agreed ☐ Understood not agreed ☐

19.1. OEM/authorized dealer/agent certificate along with OEM dealership evidence.

19.2. Original quotation/Principal/OEM performa invoice.

Understood agreed ☐ Understood not agreed ☐

19.3. In case of bulk performa invoice, a certificate that prices indicated in the bulk performa invoice have not been decreased since the date of bulk performa invoice from the manufacturers/suppliers.

Understood agreed ☐ Understood not agreed ☐

19.4. Submit breakup of cost of stores/services on the following lines:

Understood agreed ☐ Understood not agreed ☐

a) Imported material with break down item wise along-with import duties.

Understood agreed ☐ Understood not agreed ☐

b) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-

1) General sales tax
2) Income tax
3) Custom duty. PCT code along with photocopy of the related page is to be attached where applicable.
4) Any other tax/duty.

c) Fixed overhead charges like labor, electricity etc.

d) Agent commission/profit, if any.

e) Any other expenditure/cost/service/remuneration as asked for in the tender.

Understood agreed ☐ Understood not agreed ☐

In case of EME, firm shall provide OEM Conformance certificate (where applicable). Firms rendering false OEM conformance certificate shall be blacklisted.

20. **Bids Rejection.** The LP committee may reject any proposal, which do not conform to the specified requirements, technical criteria and documents as mentioned in the tender document.

| Understood agreed | Understoo not agreed |
|---|---|
| ☐ | ☐ |

ANNEX B

## GENERAL TERMS AND CONDITIONS

1. **Delivery of Stores**

1.1. The firm shall supply equipment/ instruments within 04 weeks from issuance of supply order. Grace period of 21 days after EDD is allowed on request of the firm.

Understood agreed ☐ Understood not agreed ☐

1.2. The supplies will be delivered at PNMSD at PNS SHIFA KARACHI on supplier's risk and cost. Any breakage or shortage of stock will be recovered from the supplier. Delivery challan and invoice must include the information Nomenclature, Model, Make, Accessories, Manuals (Where required) and warranty certificate (if any) at the time of delivery of goods.

Understood agreed ☐ Understood not agreed ☐

1.3. The firm is bound to supply the complete items as per supply order issued by the authority. Partial supply of any supply order will not be accepted.

Understood agreed ☐ Understood not agreed ☐

1.4 Firm will be responsible for safe delivery and installation of Items at PNS HAFEEZ, E-9 Islamabad or any other PN hospital upon intimation through supply order.

Understood agreed ☐ Understood not agreed ☐

2. **Inspection**

2.1. Firm is responsible for conduction of successful inspection of stores within in 15 days of delivery of stores. Inspection of supplies will be conducted by inspection committee within 15 days of receipt of stores. In case of rejection, supplier shall replace stores within 15 working days from date of unsuccessful inspection.

Understood agreed ☐ Understood not agreed ☐

2.2. Firm is responsible to arrange second and third inspections respectively within 07 days of replacement of stores.

Understood agreed ☐ Understood not agreed ☐

2.3 If a firm still fails to conduct successful inspection for within 15 days of 1st inspection, LD will be imposed from the date of first inspection of stores. Subsequently, suitable disciplinary action will be taken including cancellation of supply order.

2.4 Inspection shall be conducted as per following conditions & criteria.

3. **Inspection criteria & parameters.** PNMSD shall notify constitution of inspection team comprising of, among others, concerned specialist, rep of PNMSD or PN Hospital, and rep of supplier as required. Inspection will be carried out to physically verify the following:

Understood agreed ☐ Understood not agreed ☐

(1) Quantities supplied are according to the supply order.

(2) Brand new stores shall be accepted on firm's warranty/ guarantee on form DPL-15.

Understood agreed | Understoo not agreed

(3) Will ensure inner & outer packing of product according to the international standards. No worn out or tempering of seals allowed.

Understood agreed ☐ | Understoo not agreed ☐

(4) There should be no breakage of equipment/ instruments

(5) In case of EME, firm shall provide OEM Conformance certificate (where applicable) Firms rendering false OEM conformance certificate shall be black listed.

Understood agreed ☐ | Understoo not agreed ☐

(6) OEM's COC must have following information:

a. Part/ Pattern No. of equipment
b. Date/period of manufacturing
c. S.No/ Batch No/Lot No should be embossed engraved on the equipment.
d. OEM test certificate/ FATs/Certification/approval as applicable

Understood agreed ☐ | Understoo not agreed ☐

(7) In case of medical equipment, operating, maintenance, troubleshooting manuals of an item is required along with the delivery

Understood agreed ☐ | Understoo not agreed ☐

4. **Documents Required** Supplier shall furnish Delivery challan and invoice must include the information i.e. nomenclature, model and make, country of origin, qty, and manufacturing date at the time of delivery of stores. The pre-receipted bill (triplicate) in favor of Officer In-charge PNMSD duly affixed with revenue stamps also be forwarded with stores.

Understood agreed ☐ | Understoo not agreed ☐

5. **Warranty/Guarantee of Stores** Firm will remain liable to exchange the stores in case of complain within its warranty period of one year.

Understood agreed ☐ | Understood not agreed ☐

6. **Subletting** The supplier shall be entirely responsible for the execution in all respects according to the terms of the purchase order. The Supplier shall not sublet, transfer or assign the order or any part thereof to any other firm/party without prior written permission of the Purchaser.

Understood agreed ☐ | Understooc not agreed ☐

7. **Training (where applicable)** 05 x days on Job Training (06 Hours daily) from 8 AM to 1 PM (Operator/maintainers) for 02 x PN personnel to be arranged by the Supplier/ OEM at PN hospital within 15 days after successful

Understood agreed ☐ | Understood not agreed ☐

joint inspection without any additional cost, so that trained personnel are capable of:

a. Operating system all types to its full capabilities, while ensuring all safety aspects of system/equipment.

b. Carrying out all types of maintenance routines including major overhaul.

c. Carrying out fault diagnosis and rectification of the equipment.

d. Setting to work, trial and commission equipment after routine maintenance and repair.

e. The Supplier shall provide computer based training CDs/DVDs along with hard copies of training material.

8. **Maintenance & Repair**

a. The seller will be required to have replacement of defective components/ parts through exchange and shall provide in the proposal the standard replacement cost for all parts used in the equipment/ system for next 05 years. Furthermore, the seller will also be required to furnish the standard repair cost for required replacement parts.

Understood agreed ☐ Understoo not agreed ☐

b. The seller guarantees to supply the necessary spares available for next 10 years from the date of final acceptance of the system, if so required by PN.

Understood agreed ☐ Understoo not agreed ☐

c. Seller will be required to agree to a provision for going into 03 years.

Understood agreed ☐ Understood not agreed ☐

9. **Installation/ Commissioning**

a. Commissioning and trails of system/ equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM (Where Applicable) for their authorized rep(s) at purchaser site.

Understood agreed ☐ Understoo not agreed ☐

b. Any defect/ danger of the equipment during commissioning trails to be replaced by the supplier without any additional cost.

Understood agreed ☐ Understoo not agreed ☐

10. **Other Requirements**

Supplier should be undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on 'Turn Key Basic".

Understood agreed ☐ Understood not agreed ☐

b. Supplier should send latest updates & current information about system after selling of stores/equipment.

c. Any item subsequently found short would be supplied at concerned hospital without any additional cost within 30 days.

d. Issuance of EIUC (End Item Utilization Certificate) by the end user within 01 month after successful completion of test and trails.

11. **Pre-shipment Inspection (where applicable).** PN may send a team of officers for the inspection of major equipment and machinery items at EOM premises as per terms of contract. If not already provided for and mentioned in the i.t, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the purchaser or contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood agreed ☐ Understood not agreed ☐

12. **Rejection of Stores/Services**. Firm is responsible for successful inspection of stores within in 15 days of delivery of stores. Inspection of supplies will be conducted by inspection committee within 15 days of receipt. In case of rejection, stores will be replaced within 15 working days from date of unsuccessful inspection.

Understood agreed ☐ Understood not agreed ☐

13. **Security Deposit/ Bank Guarantee**. The successful bidder will deposit the performance bank guarantee @ of 10% of the total value of (EME stores for which warranty after installation is required) in the shape of bank's guarantee in form of Pay Order / CDR (valid for at-least 24 months w.e.f. installation date) in favor of Commandant PNS SHIFA KARACHI, at the time of signing the purchase order.

Understood agreed ☐ Understood not agreed ☐

14. **Liquidated Damages (LD).** Liquidated Damages 1 - 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35, if:

Understood agreed ☐ Understood not agreed ☐

14.1. The stores are supplied after the expiry of the delivery date without any valid reasons

14.2. Delay in successful inspection/ trials of stores (where applicable) within prescribed period.

14.3. 03 x consecutive rejections during inspection/ test and trials of stores within 30 days.

14.4. Total value of LD shall not exceed 10% of the contract value.

15 **Additional Purchase:** The Supplier agrees to provide additional quantity of stores/ material at a cost no more than the contract cost if required by the purchaser within 01 year of acceptance of intended stores.

Understood agreed ☐ Understood not agreed ☐

16. **Integrity Pact**. there shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by supplier / firm to any government official / staff whether to solicit any undue benefit, favor

Understood agreed ☐ Understood not agreed ☐

or otherwise. Following provisions must be clearly read & understood for strict compliance:

16.1. Integrity pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written integrity pact shall be signed for contracts exceeding Rs. 10 million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk

Understood agreed ☐ Understood not agreed ☐

16.2. If a supplier / contractor is found involved in any un-business-like / unethical activity, same would be considered a serious breach of the integrity pact. PNMSD shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to,

Understood agreed ☐ Understood not agreed ☐

16.3. Permanent blacklisting of firm / company through HQ COMKAR and legal action against the individual (s) involved as per Pakistan's code of criminal procedure.

Understood agreed ☐ Understood not agreed ☐

16.4. It is strictly forbidden to socialize, call or meet any official / staff of PNMSD in private or during off hours. if any official / staff from purchaser side asks for any undue favor or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of OI/C PNMSD PNS SHIFA on Tel: 021-48506513 or through a personal meeting in office. Privacy of firms and their reps sharing such information will be guaranteed without any prejudice to their normal business activities.

Understood agreed ☐ Understood not agreed ☐

17. **Correspondence**. All correspondence will be addressed to the purchaser i.e. O/IC PNMSD. Correspondence with regard to payment or issue of delivery receipt may be addressed to CNA & consignee respectively with copy endorsed to the PNMSD.

Understood agreed ☐ Understood not agreed ☐

18. **Amendment to Contract**. Purchase order may be amended/ modified to include fresh clause (s)/ modify existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the purchase order.

Understood agreed ☐ Understood not agreed ☐

19. **Discrepancy**. The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed ☐ Understood not agreed ☐

20. **Price Variation.**

20.1. Prices offered against this tender are to be firm and final.

Understood agreed ☐ Understood not agreed ☐

20.2. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/state controlled departments in consultation with military finance.

20.3. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the supplier, the case may be decided accordingly.

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

21. **Force Majeure**.

21.1. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of force majeure such as acts of God, pandemic, war, civil commotion, strike, lockouts, act of foreign government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event, the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute force majeure.

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

21.2. The supplier shall provide the purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.

21.3. The purchaser shall be entitled to conduct investigation into the cause of delay reported by the supplier.

21.4. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.

21.5. Such extension in delivery period, due to force majeure, shall not entitle the suppliers to claim any extra from the purchaser.

22. **Arbitration**. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and bidding arbitration as provided below:

22.1. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani law.

22.2. The arbitration award shall be firm and final.

22.3. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration

22.4. All proceedings under this clause shall be conducted in English language and in writing

23. **Court Of Jurisdiction**. In case of any dispute, only court of jurisdiction at Karachi, Pakistan shall have jurisdiction to decide the matter.

Understood agreed ☐ Understood not agreed ☐

24. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations, the contract will be cancelled at the risk and expense (re) of the supplier in accordance with DPPI&I-35.

Understood agreed ☐ Understood not agreed ☐

25. **Compensation breach of Contract**. if the contractor fails to supply the contracted stores or contract is cancelled either on re or without re or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the government, contractor shall be liable to pay to the government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the re amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in government treasury in the currency of contract.

Understood agreed ☐ Understood not agreed ☐

26. **Gratuities/Commission/Gifts.** No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the manufacturer/supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by manufacturer/supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the manufacturer/supplier financial

Understood agreed ☐ Understood not agreed ☐

penalties and all or any other punitive measure, which the purchaser may consider appropriate.

## 27. Termination of Contract.

27.1. If at any time during the currency of the contract the purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the supplier a registered notice to that effect. In that event, the purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the supplier of such notice.

Understood agreed ☐ Understood not agreed ☐

27.2. In the case of remainder of the undelivered stores/goods/services the purchaser may elect either:

Understood agreed ☐ Understood not agreed ☐

27.3 To have any part thereof completed and take the delivery thereof at the contract price or.

27.4. To cancel the remaining quantity and pay to the supplier for the articles or sub-components or raw materials purchased by the supplier and are in the actual process of manufacture at the price to be determined by the purchaser. In such a case, materials in the process of manufacture shall be delivered by the supplier to the purchaser.

27.5. No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.

27.6. Should the supplier fail to deliver goods/services in time as per quality terms of contract or fail to render bank guarantee within the stipulated time or any breach of the contract the purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (re) of the supplier.

Understood agreed ☐ Understood not agreed ☐

28. **Taxes and Duties** Tax deductions on bills submitted by first party will be made by CNA according to prevailing government rules as amended from time to time. Prices must be mentioned inclusive of all applicable taxes however the amount of tax be mentioned clearly on each invoice/ LPO.

Understood agreed ☐ Understood not agreed ☐

29. **Rights Reserved** Commandant PNS SHIFA KARACHI reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA rule 33 (1).

Understood agreed ☐ Understood not agreed ☐

Understood agreed ☐ Understood not agreed

30. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the official secrets act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

31. **Disqualification**. Offers are liable to be rejected if:-

Understood agreed | Understood not agreed

a. Received later than appointed/fixed date and time.
b. Offers are found conditional or incomplete in any respect.
c. There is any deviation from the general /special/technical instructions contained in this tender.
d. Forms of IT (along with annexes), and annex c duly signed, are not received with the offers.
e. Taxes and duties, freight/transportation and insurance charges not indicated separately as per required price breakdown mentioned.
f. treasury challan is not attached with the offer.
g. multiple rates are quoted against one item.
h. manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
j. subject to restriction of export license.
k. offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
l. if the validity of the agency agreement is expired.
m. the commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
n. principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
p. earnest money is not provided.
q. Firms rendering false OEM conformance certificate
r. if validity of offer is not quoted as required in it or made subject to confirmation later.
s. offer made through fax/e-mail/cable/telex.
t. if offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
u. if OEM and principal name and complete address is not mentioned.
v. original principal invoice is not attached with offer.

32. **Dispute resolution**. In case of dispute, as to the specifications of the medicines of any kind supplied by the second party, the officer operating the contract on behalf of first party will refer the matter to a committee of 04 persons; two of which nominated by each party, which will determine the quality and specification and in case the medicines supplied does not meet the

Understood agreed | Understood not agreed required specification, the second party will make fresh supplies available in 02 weeks and retrieve back the rejected medicine at no cost to the first party.

33.1. Rep of First Party:

Electro Medical Officer PNS SHIFA
Concerned HOD

33.2. Rep of second party (as nominated by Supplier / Firm)
(to be nominated when required)
(to be nominated when required)

34. We solemnly undertake that all it clauses marked as "understood & agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.

| Understood agreed | Understood not agreed |
| --- | --- |
| ☐ | ☐ |

35. The above terms and conditions are confirmed in total for acceptance.

36. Format of dpl-15 (warranty form) and PBG are enclosed as annex c & d.

37. **Terms of Payment**: 100% payment of total contract will be released upon:

a. Delivery of complete contract store at FOR Karachi along with requisite documents.
b. Successful joint inspection report without discrepancies.
c. Successful completion of installation test trial of equipment/machinery at purchaser site complying all specifications/acceptance criteria (where applicable)
d. Conduct of operator and maintainer training of PN team (where Applicable)

Sincerely yours,

M ALI KAMAL BABER
COMMANDER PN
OI/C PNMSD

**ANNEX 'C'**

## DPL-15 (WARRANTY)

**FIRM'S NAME:**

M/s________________________________________________

___________________________________________________

___________________________________________________

___________________________________________________

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR (As the case may be in currency in with received).

3. This warranty shall remain valid for **01 Year** after the acceptance of stores by the end user

The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the signature of a person capable of giving a guarantee on behalf of the contractor

SIGNATURE____________________

DATE________________________

PLACE_______________________

**ANNEX 'D'**

**BANK GUARANTEE FOR PERFORMANCE ON JUDICIAL STAMP PAPER OF RS. 100/- OR AS SUITABLE TO THE AMOUNT OF BG**

(i) Contract No._________________________ dated ________
(ii) Name of Firm/Contractor______________________________________
(iii) Address of Firm/Contractor ___________________________
(iv) Name of Guarantor ________________________________
(v) Address of Guarantor ______________________________
(vi) Amount of Guarantee Rs. ___________________________
(_____________________________________________________)
(in words)
(vii) Date of expire of Guarantee____________________________

To: **The President of Islamic Republic of Pakistan through the Controller of Naval Accounts Karachi.**

Sir,

1. Whereas your good-self have entered into Contract No. ______________________________________________ dated __________ with Messer's__________________________________________________________________
(Full Name and Address)
hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. ______________ Rupees/FE (as applicable)____________________ ____________

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under: -

a. To pay to you unconditionally on demand and/or without any reference to our Customer and amount not exceeding the sum or Rs. ______________________________Rupees or FE (as applicable) ______________________________ as would be mentioned in your written Demand Notice.

b. To keep this Guarantee in force till ____________________.

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. M/s________________________ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.

e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. ____________ (Rupees ______________________________________________).

f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.

g. That this an unconditional Bank Guarantee, which shall be enchased on sight on presentation without any reference to our Customer/Seller or Vendor.

**Guarantor**

Dated: ____________________

(BANK SEAL AND SIGNATURES)

# AFFIDAVIT

**FIRM'S NAME AND COMPLETE ADDRESS:**

M/s______________________________________________

_________________________________________________

_________________________________________________

_________________________________________________

1. We hereby confirm that we have read and understood all the terms and conditions stated in the IT. And that we agree to abide by all the clauses mentioned in the IT. Articles that will be supplied in accordance with approved drawings/specification and in all respect will be in accordance with the terms of the IT, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications.

2. We understand that the supply orders will be issued only upon approval from NHQ after completion of whole tendering process i.e. technical evaluation and financial evaluation i.a.w. PPRA Rules 2004. The process may take more than one month for completion.

3. We certify that considering the emergent requirement of medical stores/ Electro medical equipment at PN Hospital, we will provide the equipment well within time i.e. 30 days of issuance of supply orders.

4. In case our firm fails to abide by any clause of IT, fails to provide complete documents as mentioned in the IT or the submitted bids are not as per the given format, our bids may be rejected, and suitable action may be taken against our firm.

The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the signature of a person capable of giving a guarantee on behalf of the contractor

SIGNATURE____________________

DATE_________________________

PLACE________________________