PAKISTAN NAVY MEDICAL STORE DEPOT 'PNMSD'
(AT PNS SHIFA KARACHI)
TELE: 02148506513

Tender Document for Invitation to Bid FY 2026-27

Tender no: PNMSD TENDER 2026-27/01

For Supply of Medical Stores

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)

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 dpp&i-35 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 dpp&i-35.

3. **Conditions Governing Contracts**: The 'contract' made as a result of this IT (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 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 be in duplicate and 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, 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**: (where applicable). Technical Offer should contain all relevant specifications in duplicate (or as specified in it) along with 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. Technical offer shall be opened first; half an hour after the date and time for receipt of tender:

Understood agreed ☐ Understood not agreed ☐

Table A: Technical Bid Format For Medicine And Surgical Disposables

NIV. No/ PVMS No	Generic Nomenclature	Accounting Unit (A/U)	Other Specs/ Packing	Brand with Strengths	Manufacturer/ Company	Distributor/ Supplier

Table B: Commercial Bid Format

NIV. no/ PVMS no	Generic Nomenclature	accounting unit (A/U)	other specs/ packing	brand with strength	manufacturer/ company	distributor/ supplier	trade price (TP)	Quoted Price without GST (In Rs.)	Quoted price with GST (In Rs.) * (If exempted, mention it separately)

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.

5. **Technical Evaluation**

Understood agreed | Understood not agreed ☐ ☐

5.1. It will be carried out by local purchase committee constituted by DGMS (N). The committee will evaluate the bids in the light of required specifications/ specifications as approved by government in all relevant drug manufacturing/ marketing or labeling laws. Documents submitted without reference to the price and reject any proposal which do not conform to the specified requirements. During technical evaluation, no amendments in the technical proposal will be permitted.

Understood agreed | Understood not agreed ☐ ☐

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

1) Efficacy of the drug-patient recovery rate
2) Patient response/ acceptance to the drug
3) Drug reaction/ anaphylactic response
4) Availability of the drug in the market
5) Strength/ package of the drug
6) Different drug preparations
7) Market standing of the firm / product
8) Source of active raw materials
9) Packing of the drug
10) Storage requirements
11) Mode of action of the drug
12) Time tested brand
13) Company standing in the market in terms of sales
14) Previous performance of supplier

Understood agreed | Understood not agreed ☐ ☐

5.3. The committee will recommend the technically responsive firms for opening of their financial bids. The recommendations of technical committee will be submitted to DGMS (N) for approval before opening of financial bids.

5.4 BID / EVALUATION CRITERIA FOR TSR OF DRUGS

Note: Top 03 x brands on following criteria (but not scoring less than 50 marks) will be considered for commercial opening. DTL report is compulsory and to be forwarded to DP (Navy) before Commercial Opening. Technical offer of the firm may be rejected in case no DTL report is received before commercial opening.

1. National ranking of respective Manufacturer/ Relevant certificates/ proof issued by **IMS** (Intercontinental Marketing Services)/ IQVIA is to be made part of firm's quotation). The same is to be submitted on IMS letter

head by the participating firm followed by E-mail to relevant Procurement Agency by IMS Pakistan Head Office.

Ranking Marks	Marks
If in 01 - 20	15 marks
If in 21 - 40	10 marks
If in 41 - 60	07 marks
If in 61 - 80	05 marks
If in 81 - 100	02 marks
101 & 200	01 marks

15 Marks

2. Evaluation by relevant Consultant/ HOD on the basis of past experience, clinical response of brand of drug on patient w.r.t recovery rate, and any adverse effects observed in patient.

25 Marks

3. Previous performance in Pakistan Navy (i.e DP(N) and PNMSD) if any and will be calculated upon delivery of Stores against purchase orders in values (Rs) be marked by PNMSD based on provision of orders delivered during past 01 x year.

E.g-1: if purchase orders issued of worth amounting to Rs. 10 M and participant firm delivered stores of amounting to Rs. 8.0 M in total so 80% is satisfaction ratio.

E.g-2: Fresh/ new firm will be granted full marks (treated as Grace Marks).

Satisfaction Ratio	Marks
90% and above	15 marks
85% to 89%	12 marks
80% to 84%	10 marks
75% to 79%	05 marks
Below 75%	01 marks

15 Marks

4. Active ingredient import detail, as mentioned below. Certificate of import/ **source of active ingredient** to be submitted by relevant firm.

Criteria	**Marks**
Raw material imported from Europe/ USA	15 marks
Raw material imported from Other countries	10 marks
Raw material sourced Nationally	05 marks

15 Marks

5. Active ingredient source accreditation / affiliation from FDA/WHO/EDQMA. Certificate of import/source accreditation of active ingredient to be submitted by
Participating firm:

Criteria	**Marks**
Imported Raw material accredited / affiliated by FDA/WHO/EDQMA	10 Marks
Imported Raw material accreditation / affiliation with any other foreign agency	05 marks
Raw material source not accredited / affiliated with any agency	00 marks

10 Marks

6. Quoted brand reputation in terms of Annual Sale of last year as compared to other competitive brands. The same is to be submitted on IMS letter head by the participating firm followed by E-mail to relevant Procurement agency by IMS Pakistan Head Office.

Ranking	**Marks**
Top 02 brands	20 marks
3rd Brand	15 marks
4th Brand	10 marks
5th – 7th Brand	05 marks
8th onward	01 marks

20 Marks

6. **Special Instructions**. 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 ☐ Understood not agreed ☐

6.1. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and one copy of the technical offer as asked in the IT) and envelopes clearly marked "technical proposal", "commercial 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 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.

Understood agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

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 021-48506513 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

Understood agreed ☐ Understood not agreed ☐

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.

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 or 30th June whichever is earlier. 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 contract items (s) in any Qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

Understood agreed ☐ Understood not agreed ☐

10. **Part Bid**. 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 director procurement 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. **Quoting of Rates.** 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/lc components will be considered w.e.f. opening of commercial offer as per PPRA rule-30(2).

Understood agreed ☐ Understood not agreed ☐

12. **Withdrawal of Offer.** 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. **Provision of Documents in case of Contract.** 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.

Understood agreed ☐ Understood not agreed ☐

14. **Tender Fee**. Tender document may be obtained from PNMSD during working hours as mentioned in the advertisement by submitting PKR 1,000/- as MRO in State Bank of Pakistan.

15. **Earnest Money/Tender Bond**: - 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. **Return of Earnest Money**

(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.

Understood agreed ☐ Understood not agreed ☐

17. **Inspection authority.** Joint inspection will be carried out by deputy commandant PNS SHIFA KARACHI, relevant HOD and rep of PNMSD or a team nominated by Commandant PNS SHIFA. Inspection shall be as prescribed in dpp&i-35 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 proforma invoice.

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

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

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

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 labour, electricity etc.
d) Agent commission/profit, if any.
e) Any other expenditure/cost/service/remuneration as asked for in the tender.

ANNEX A

INVITATION TO TENDER FORM

1. Schedule to Tender No MSD/2026-27/01 dated 11 August 2026. This tender will be closed for acceptance at 09:30 hours and will be opened at 10:00 hours on the same day. Please drop tender in the tender box at PNMSD.

2. You are requested to please use this performa for commercial quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer may be rejected.

3. Please tick the prescribed it instructions and confirm complied or not complied in the column given in front of each instruction.

4. You are requested not to use ink of any color other than black and there should be no writing/overwriting except in the column/columns specified for that purpose.

5. Any overwriting will render your offer liable for rejection.

6. You are requested to please attach it document along with your quotation duly signed & stamped.

S No	Detail of Stores	Qty/ Unit	Unit Price	Total Price
	Category of Items: PVMS/NIV/DENTAL/LABKITS . (items) List of items and approx quantities: As per Annex A Special/ general instructions: As per Annex B.	As per Annex A		
	NOTE: 1. Technical offer on firm's letterhead must be attached with the IT on separate sheet duly complied and stamped. Firms stamping/ signing and not providing separate technical quotes will be rejected. 2. All documents/ certificates required for evaluation of firms and brands are to be enclosed with technical offer (where applicable).			
	18% GST (If exempted, mention it separately)			
	Grand Total			

ANNEX B

GENERAL TERMS AND CONDITIONS

1. Delivery of Stores

1.1. Successful bidder will be bound to ensure the supply of medical stores as and when required basis within 30 days from issue of supply order throughout the contract period. Grace period of 21 days against 1st schedule/ supply order and 15 days against subsequent schedule/ supply orders is allowed. In case of emergent requirement, delivery of stores be made within 07 days. Period of contract shall be one year for FY 2026/27 (extendable for 3 months).

Understood agreed ☐ Understoo not agreed ☐

1.2. The supplies will have to be delivered at PNMSD KARACHI/ PNS HAFEEZ Islamabad 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 generic nomenclature, brand, A/U, batch no, mfg. date, expiry date and warranty certificate (if any) at the time of delivery of goods. Delivery be made in single batch of product. Multiple batches will not be accepted.

Understood agreed ☐ Understoc not agreec ☐

1.3. Successful bidder will be bound to supply the complete items as per supply order issued by the authority. Partial supply of any supply order will not be accepted. In case they do not comply, they will be bound for disciplinary action. Quantities of the items mentioned at annexure, are approximate. Quantities may be increased/decreased as per requirement of end users as per the discretion of Commandant PNS SHIFA/ OI/C PNMSD.

Understood agreed ☐ Understooc not agreed ☐

2. Inspection

Understood agreed ☐ Understooc not agreed ☐

2.1. Stores are to be offered for inspection under intimation to the consignee and purchaser (DP navy) within 07-15 days or specified period/ date as indicated in the supply order issued by consignee.

Understood agreed ☐ Understoc not agreec ☐

2.2. Upon delivery of medical stores by the supplier against supply order raised by PNMSD, PNMSD shall arrange inspection at PNMSD or designated PN Hospital in Pakistan as per following conditions & criteria:

Understood agreed ☐ Understoo not agreed ☐

2.3. **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:

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

Understood agreed ☐ Understoo not agreed ☐

(2) Will ensure proper shelf life i.e. minimum 70% or 2 years (as applicable). In case of emergent requirement, stores with less shelf life can be accepted at the discretion of inspection authority after obtaining approval of DGMS (N).

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

(4) There should be no breakage of ampoules/vial, foil/blisters & bottle.

(5) Date of expiry & manufacturing date should be clearly mentioned on outer and inner packing material.

(6) Batch number on inner & outer packing should be printed/ engraved.

(7) Following stamps should be clearly mentioned on all vial/ampoules/blister/foil/bottles and also on outer packing "not for sale, for PNMSD use only" &

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Understood agreed ☐ Understood not agreed ☐

(8) Ensure proper storage of medicines, in case of temperature sensitive items to ensure cold chain.

(9) Ensure all the particulars i.e. product name, quantity, batch no, mfg date and expiry date are mentioned on dc.

(10) Product supplied should be of single or two batches, multiple batches will not be accepted.

3. **<u>AFMSL/ Testing and Expenditure</u>**

Understood agreed ☐ Understood not agreed ☐

3.1. Random samples out of stores delivered / offered for inspection by the supplier will be sent for AFMSL/DTL testing on discretion of the inspection authority. Quantities of items consumed/sent for testing will be replenished free of cost by the supplier.

Understood agreed ☐ Understood not agreed ☐

3.2. Lab test/ ancillary charges shall be borne by the supplier without any extra claim against the purchaser.

Understood agreed ☐ Understood not agreed ☐

3.3. Any of the supplier's product if declared 'spurious' or sub-standard by any government/contracted lab, all products of that batch / manufacturer will be rejected.

3.4. The supplier / manufacturer should not have any biotech recall history of being substandard/ adulterated for last two years.

Understood agreed ☐ Understood not agreed ☐

4. **Documents Required for Inspection**

4.1. Supplier shall furnish following documents/ certificates at the time of delivery (as applicable):

Understood agreed ☐ Understood not agreed ☐

4.2. Delivery challan and Invoice must include the information i.e. nomenclature, batch number, and manufacturing and expiry date at the time of delivery of medical stores.

4.3 Supplier shall ensure provision of analysis report of chemical/regents & lab kits in case of manufacturing and expiry date are not mentioned; failing which stores offered for inspection shall be rejected.

Understood agreed ☐ Understood not agreed ☐

4.4 The quality control/quality assurance test report (as applicable).

4.5. Heat liable medicines, laboratory kits and other stores must be delivered to PNMSD/ PNS HAFEEZ in proper ice boxes with proper maintenance of cold chain. Failing to which, the items will be returned after marking "unsuitable for use".

Understood agreed ☐ Understood not agreed ☐

40.6. Every item must be stamped (by laser printing) "**NOT FOR SALE, FOR PNMSD USE ONLY**" and stamp should be visible clearly on the outer carton, vial, ampoules, bottles and on blister packing etc.

Understood agreed ☐ Understood not agreed ☐

4.7. All items to be supplied especially crude drugs/ raw materials for compounding shall be delivered in proper sealed bottles/ containers of good quality with proper labeling (as per relevant government rules) clearly specifying all the pre-requisite information.

Understood agreed ☐ Understood not agreed ☐

5. **Pre-shipment Inspection (where applicable).** PN may send a team of officers for the inspection of major equipment's and machinery items at EOM premises as per terms of contract. If not already provided for and mentioned in the IT, 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

Understood agreed ☐ Understood not agreed ☐

expenses, detailed breakdown of the same should be given separately in the commercial offer.

6. **Rejection of Stores/Services**. Firm is responsible for successful inspection of stores within 7-15 days of delivery of stores. Inspection of supplies will be conducted by inspection committee within 7-15 days of receipt. In case of rejection, stores will be replaced within 7-15 working days from date of unsuccessful inspection.

Understood agreed ☐ Understood not agreed ☐

7. **Security Deposit/Bank Guarantee**. The successful bidder will deposit the performance bank guarantee, in favor of Commandant PNS SHIFA Karachi, @ 5% of the total value of contract excluding taxes/ duties and freight handling charges etc. It shall remain in force till 60 days beyond the DP stipulated in the contract, at the time of signing the contract.

Understood agreed ☐ Understood not agreed ☐

8. **Liquidated Damages (LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with Clause 3 of Chapter –X of DPP& I-35, if:

Understood agreed ☐ Understood not agreed ☐

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

8.2. Delay in successful inspection/ trials of stores (where applicable).

8.3. 03 x consecutive rejections during inspection/ test and trials of stores.

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

9. **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, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

Understood agreed ☐ Understood not agreed ☐

9.1. 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 ☐

9.3. 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 ☐

10. 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 ☐
10.1. 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 ☐
11. **Correspondence.** All correspondence will be addressed to the purchaser i.e. 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 ☐
12. **Amendment to Contract**. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.	Understood agreed ☐ Understood not agreed ☐
13. **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 ☐
14. **Price Variation.**	
14.1. Prices offered against this tender are to be firm and final. 14.2. 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.	Understood agreed ☐ Understood not agreed ☐
14.3. 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 ☐

15. **Force Majeure**.

15.1. 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, 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 ☐ Understoc not agreec ☐

15.2. 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.

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

15.4. 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.

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

16. **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 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 biding arbitration as provided below:

Understood agreed ☐ Understooc not agreed ☐

16.1. 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.

16.2. The venue of the arbitration shall be the place from which the contract is issued or such other places as the purchaser at his discretion may determine.

16.3. The arbitration award shall be firm and final.

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

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

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

Understood agreed ☐ Understood not agreed ☐

18. **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 dp-35.

Understood agreed ☐ Understood not agreed ☐

19. **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 ☐

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

Understood agreed ☐ Understood not agreed ☐

21. Expiry of medical stores supplied medical stores shall have at-least 02 years/ 70% remaining shelf life at the time of delivery with some exceptions:

Understood agreed ☐ Understood not agreed ☐

21.1. The surgical disposables having shelf life of 05 years or more are acceptable at minimum of 50% shelf life.

21.2. Lab kits with 50% shelf life are accepted

21.3. In case of emergent requirement, stores with less shelf life can be accepted at discretion of OI/C PNMSD to fulfill user's requirement.

21.4. Manufacturing and expiry dates shall be written on each pack. Without these dates no supply will be accepted. The firm will be responsible for replacement of expired drugs/ stores six months before expiry date up to its shelf life even after completion of contract period.

Understood agreed ☐ Understood not agreed ☐

22. **Termination of Contract.**

22.1. 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 ☐ Understoo not agreed ☐

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

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

Understood agreed ☐ Understoo not agreed ☐

22.4. 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.

22.5. 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.

22.6. 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 period 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 ☐ Understoo not agreec ☐

23. **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 ☐

24. **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 ☐

25. **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.

Understood agreed ☐ Understood not agreed ☐

26. **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. Earnest money is not provided with the technical offer (or as specified).

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.

27. **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 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.

Understood agreed	Understood not agreed
☐	☐

27.1. **Rep of First Party**:

HOD Medicine Department
HOD Surgery

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

28. 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
☐	☐

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

30. Format of DPL-15 (warranty form) and PBG are enclosed at Annex C & D.

____
(to be signed by officer concerned)
Rank: _______________________
Name: _______________________

ANNEX 'C'

DPL-15 (WARRANTY)

FIRM'SNAME:
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/DDP Karachi 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/DPP Karachi (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 Military Accounts (Defence Purchase) Rawalpindi.

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)