	GENERAL TERMS AND CONDITIONS
1	This contract is valid for the period of 02 years from the date of commencement. However, the firm will provide services till finalization of fresh tender on mutual consent.
2	In case of any dispute, the Executive Director, PIMS will be the final authority.
3	Income tax will be deducted according to Government rules at source. Supplier has to submit any other liable tax receipts if applicable.
4	All items required for Angiography, Angioplasty Procedures will be received on FOR basis, PIMS Islamabad.
5	The supplies will be made within 35 days after the issuance of supply order by Pharmacy Department.
6	The change of distributor during whole year and change approved brand is not allowed , if some firms is requested to change distributor or approved brand, their CDR will be forfeited and 2nd lowest will be approved or purchases will be made from alternate source at the risk and cost of the firm.
7	The successful firm will submit 1% Performance Guarantee in shape of Pay Order/CDR/Bank Guarantee in the name of Executive Director, PIMS, according to the Letter of Intent.
	SPECIFIC TERMS & CONDITIONS
1	The Drugs/Angiography, Angioplasty Procedures shall be accompanied by the necessary warranty in accordance with the provision of the Drugs Act 1976 and rules framed therein if applicable. The warranty shall be supplied at the time of delivery of consignment.
2	Bill of the supplies will be submitted with the supply/delivery Challan. For late submission of bills Institute will not be responsible for delay in payment.
3	The payment will be made after the satisfactory report of the end- user.
4	Prices of all items should not be more than those approved by DRAP in any case.
5	Medicinal products that are supplied in vials, bottles and containers must have sealed caps.
6	Thermolabile items like Vaccines, Sera, Insulin, Ophthalmic preparations and infusions will be supplied under specific storage conditions and the supplier shall be responsible to maintain the cold chain. Contrary to this the delivery will not be accepted and the Hospital will not be responsible for any inconvenience.
7	All Tablets/Capsules should be supplied in blister/strip pack where applicable.
8	The contractor/supplier will supply the item (s) according to the specifications as laid down in the tender schedule.
9	The name of manufacturer of the product must be written in the relevant column of the tender schedule, failing which bid will be rejected.
10	The firm shall provide drug manufacturing license/drug sale license and registration certificate as and when required by the organization.
11	Clinical efficacy/usefulness of items and past performance will be evaluated by the end user/technical committee and shall be given 100% weightage, if the product failed to satisfy the clinical parameter and not agreed by the end users/technical committee on clinical grounds, it will be rejected despite qualifying other parameters.

	RESPONSIBILITIES
1	In case of any discrepancy, less weight, short supply etc, the supplier will be held responsible.
2	All items supplied will be in accordance with the Drugs Act 1976 "Labeling and packaging rules".
3	The following words in shape of insignia (Large size) should be printed with undeletable ink in bold letter on each bottle/strip/label outer packing, inner packing and ampoules etc (NOT FOR SALE, FOR PIMS USE ONLY).
4	Packing should be worthy of transportation by Road, Sea, or mail as to ensure their contents being free from loss of damage due to faulty packing.
5	The expenditure involved on test/analysis of medicine/ Angiography, Angioplasty, Procedures items shall be borne by the manufacturer/supplier of the medicine/ Angiography, Angioplasty Procedures items.
6	The participated bidders will be bound to provide the all documents (if required) as per DRAP polices issued time to time, other than mentioned in the technical evaluation criteria.
7	In case of expiry of drugs/ Angiography, Angioplasty Procedures items, the supplier shall have to replace the quantity thus expired, with long expiry batch, three month before the date of its expiry.
	PENALTIES
1	Test/analysis of drugs from Government Drug Testing Laboratory will be done according to the prescribed procedure as per Drug Act, 1976. If a drug is found substandard, adulterated etc, the same will not be returned to the supplier and will be seized or destroyed by the Inspector of Drugs as the case may be. The payment of defective drug will not be made to the supplier. The supplier will be responsible to provide the fresh stock of standard quality against the confiscated stock within 30 days against the quantity or amount equivalent to defective goods will be deducted from the bills of the firm. Further action against the firm will be taken as per Drug Act, 1976 and rules framed there under.
2	No item shall be accepted having shelf life less than 75% in case of locally manufactured and 60% for the imported item at the time of delivery. Warranty for quality of medicines shall have to be provided at the time of delivery of Medicines and may not have more than 03 batches.
3	Repetition of incomplete supplies or delay in services will render the contract liable to penalty as per penalties clause No.5.
4	If any approved, item is found substandard/not according to specification as per report of the end user, risk purchase can be done till that item is awarded to next lowest bidder.
5	Non-compliance of supply order. If the supply order is not completed within stipulated time i.e 35 days, one or more of the following penalties can be applied against the firm according to the gravity of situation. a. A penalty @ 0.5% per day of the amount of pending item (s) of the supply order shall be imposed.

	b. Risk purchase will be made at the cost of supplier and amount will be deducted from the bills of supplier. c. The contract of the supplier will be treated as cancelled and the order for supply of item (s) will be placed to the next lowest. d. Total or partial performance guarantee will be forfeited. e. The firm will be debarred/blacklisted as per PPRA rules.
6	The supplier once awarded a product will be responsible to keep a contact with the organization for day to day supply orders, within due time. Non-compliance to a registered posted letter on given address Telephone Number or E-mail will be considered non-compliance of the supply order as per preceding clause.
7	In case the product is declared as spurious, substandard, adulterated, a matter will be dealt as per Drug Act 1976 and amount will be recovered from the outstanding bills/CDRs of the supplier.

Note

01	The item supplied must follow the DRAP policy for Registration of Devices Medicines.