| S. # | ☞ **Special Instructions for Vendors (Please read carefully)** |
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| 1 | Technical brochures /Literature brand country of origin of quoted item/material must also be uploaded with the bid where required. |
| 2 | All vendors will drop the **original Pay Order/ CDR** on account of bid security along with original Affidavit / undertaking along with copy of Tender Receipt in envelop duly sign and seal by the firms authority/focal person in the Drop Box placed at Purchase Department before 11:00 hrs on the specified date as mentioned in the advertisement. (Cross Cheque / Open Cheque / Bank Guarantee not acceptable). |
| 3 | The Vendors / Firms quoting two or more brands of item in one line / column shall be liable to rejection |

A. **GENERAL CONDITIONS:**

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| 1. | **The contract will be valid for *Financial Year 2026-2027*; however, the contract can be extended after the mutual consent of both parties as PPRA Rules.** |
| 2. | **Bid validity is 180-days from the date of opening the tender.** |
| 3. | Earnest money will be forfeited if a bidder withdraws his bid during the period of bid validity. |
| 4. | **The supply will be made within 35-days after the issuance of award letter.** |
| 5. | Initially the supplier/bidder will submit call deposit/bid money in the name of Executive Director PIMS. After the issuance of LOI/Award letter the supplier will replace the deposit at call / bid money with 2% performance guarantee of total amount of the awarded items. It will be released on completion of successful contract on producing of NOC from Store Keepers Medical, Pharmacist Incharge strores and Chief Pharmacist. |
| 6. | The rates quoted in the financial bid Performa i.e. items List will be final, and no change therein will be accepted after the tenders are opened |
| 7. | The approved rates will be valid for the whole contract period and there will be no increase in rates and there is no escalation clause |
| 8. | The successful Venders / Firms will never stop the daily supply even their bills /payment are delayed due to some unavoidable circumstances |
| 9. | Income tax will be deducted according to the Government rules at source Supplier has to submit any other liable tax receipts f applicable |
| 10. | All items will be received on FOR basis, PIMS Islamabad. |
| 11 | All the regulations / rules framed / enforced by the Federal Government / PÍMS from time to time will be binding upon the firms. |
| 12 | In case of any dispute, Executive Director PIMS the Competent Authority of PIMS will be the final Authority. |
| 13 | The Competent Authority of PIMS reserves the right to accept or reject tender as per PPRA rules. |
| 14 | **Letter of Intent** will be issued to successful /most advantageous bidder in terms of lowest bidder. The approved bidder will submit the following documents/performance guarantee within 07-days positively.<br>i) **Integrity Pact** on stamp paper worth of Rs.100/- if the contract cost is more than 10.00million.<br>ii) **2% Performance Guarantee** of total amount of awarded items in the name of Executive Director PIMS Islamabad from any scheduled bank of Pakistan. |

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| | After the receiving the above mentioned documents and performance guarantee, the bid money of firm will be released and proper award letter will issued accordingly. |

## B. SPECIFIC TERMS & CONDITIONS:

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| 1 | The kits/Chemicals shall be accompanied by the necessary warranty where applicable in accordance with the provision of the Drugs Act 1976 and rules framed therein. (However, the warranty will be supplied at the time of delivery). |
| **2** | Thermoliable items e.g. Lab kits & Chemicals. Vaccines, Sera insulin, Ophthalmic preparations and infusion 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. |
| 3 | Bills of the supplies will be submitted with the supply/delivery challan. For late submission of bills, Institute shall not be responsible for delay in payment. |
| 4 | The samples of product/kits/chemicals reagents shall be provided for the purpose of quality evaluation of specifications:-<br>a) The committee is authorized to approve a product without sample presentation if not required, by virtue of its well-known brand name.<br>b) The committee reserves the right to reject a product if bidder is unable to present the sample if desired so. Such an offer will be ignored/ rejected and the lowest offer will be decided among the rest of the bidder.<br>c) Failure to provide sample(s) action will be taken against firm as **penalty clause # 6** of the terms & conditions of the tender. |
| 5 | The preference shall be given to the manufacturers directly participating in the tender, however in case of authorized distributor the recent and original distribution letter shall be required. In case of Importer, documents of Sole Agent for Pakistan, duly verified from the Country of Origin shall be required. |

## C. RESPONSIBILITIES

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| 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 supplier once awarded a product will be responsible to keep a contract 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 clause. |
| 6 | The bidder will be responsible to supply the quality products. |
| 7 | Port of shipment certificate etc, if required. |
| 8 | Verification of documents by the related embassy wherever required. |
| 9 | All reagents and chemicals should have expiry on all individual bottles where ever applicable. |

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| 11 | The reference list Institutions where the equipment and / or reagents are being used will be provided by the company. |
| 12 | The company should also provide ISO Certification whenever required. |

## D. PENALITIES

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| 1 | Test / analysis of drugs from Government Drugs 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 drugs 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 **20-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 Drugs Act 1976 and rules framed thereunder. |
| 2 | The manufacturer/importer. Sole distributors of sub-standard, adulterated or contaminated medicine can be blacklisted by the competent authority, or as per judgment of the Drugs Court or any other Authority whose decision will be final and in accordance with the offence and hence their earnest money will not be released till the case is decided by the Drugs Court or any other relevant authority. |
| 3 | No items will be accepted having expiry less than 75% of its shelf life in case of locally manufactured and 60% for the imported items at the time of delivery. In case of expiry of drugs, the supplier shall have to replace the quantity thus expired and under taking regarding this shall be given at the time of supply along with delivery challan. Warranty of drugs will have to be provided at the time of delivery of drugs / items.<br>In case of expiry of drugs, the supplier shall have to replace the quantity thus expired, with long expiry batch, three month before the date of its expiry. |
| 4 | • At any instance, if prices quoted in the bills are found higher, than Trade Price approved by the Ministry of Health, the Institute has the right to impose penalty as per decision of the Executive Director PIMS.<br>• Repletion of incomplete supplies are delay in services will render the contract liable to penalty as per penalties clause No.5. |
| **5** | **Non- compliance of supply order: -**<br>If the supply order is not completed within **35-days** one or more of the following penalties can be applied against the firm according to the gravity of situations: -<br>a) A penalty @ 0.5% per day of the amount of pending item(s) of the supply order shall be imposed.<br>b) Risk purchase will be made at the cost of supplier and amount will be deducted from the bills of supplier.<br>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.<br>d) Total or partial earnest money (CDR)/ Performance Guarantee will be forfeited.<br>e) The firm will be debarred as per the PPRA rules.<br>f) In case of any complaint about the penalty(s) imposed on the firm, the firm can appeal against the decision in the Grievance Redressal Committee within 15-days of the issue of penalty(s) letter. After the lapse of this period no appeal will be entertained. |
| 6 | Non provide of samples:- |

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| | Failure to provide samples of the quoted item(s) for evaluation will be considered a non-serious commitment on the part of bidder, it will be treated as under:-<br>**a)** Rs.5,000/- penalty for failure to provide each sample in the quoted bid, up to five sample.<br>**b)** If failed to provide samples of more than five items Rs.10,000/- penalty for each sample.<br>**c)** If failed to provide samples of more than ten items complete CDR will be forfeited and entire bid will be considered for rejection. |
| 7 | After submission of a bid any request by the bidder for change in the price or any content of the bid will be considered as an act of non-compliance of supply order and will be dealt as per penalty clause # 5. |