

**INVITATION TO BID****PHARMACOPOEIA 2023- SUPPLY OF MEDICINES / MEDICAL PRODUCTS**

(Ref: GM CM/MED/MSS/Pharmacopoeia-2023/01/22)

Pakistan International Airlines Company Limited, the national flag carrier, invites sealed bids from well-established/ reputed Manufacturer/ Authorized Distributors/ Sole agents registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for the supply of full range of medicines "A", Medical Products "B" (X-RAYs, Pharmacy, Labs and Dental Items etc) on efficacy/ lowest basis to PIACL Medical Establishments at Karachi, Rawalpindi/Islamabad, Lahore, Multan and Peshawar on annual rate running contract for a period of one (01) year indicating retail/ trade/ special discount price for PIACL.

Bidding documents, containing detailed terms and conditions, etc. are available at **www.piac.com.pk**. Price of the bidding documents is Rs.10,000 (to be submitted through a pay order in the name of PIACL along with technical proposal).

The bids, prepared in accordance with the instructions in the bidding documents, must reach at **Iftikhar M. Usmani, GM Contract Management, Supply Chain Management Department, PIA Head Office, Karachi** on or before **11-01-2023** at **1030 Hrs PST**. Bids will be opened the same day at **1100 Hrs PST**. This advertisement is also available on PPRA website at **www.ppra.org.pk**.

PIACL reserves the right to reject any or all bids or cancel the tender process at any stage in line with PPRA rules.

GM Contract Management  
Supply Chain Management Department,  
PIA Head Office, Karachi.  
Ph: 021 9904 4216, 9904 3081  
E- mail: gm.cm@piac.aero, contract.administration@piac.aero

Ref: GM CM/MED/MSS/Pharmacopoeia-2023/01/22

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**SUB: PHARMACOPOEIA 2023- SUPPLY OF MEDICINES / MEDICAL PRODUCTS**

Dear Sirs,

We are pleased to invite sealed tenders from well established/reputed Manufacturers / Authorized Distributors / Sole agents for the supply of full range of **MEDICINES “A”, MEDICAL PRODUCTS “B” (X-RAYS, PHARMACY, LABS AND DENTAL ITEMS ETC)** on efficacy / lowest basis to PIA Medical Establishments at Karachi, Lahore, Multan, Rawalpindi/Islamabad and Peshawar on annual rate running contract basis for a period of One year indicating retail / trade/ special discount price for PIA.

**A) SUBMISSION OF TENDER**

1. You are required to send your tenders addressed to GM Contract Management, PIA Supply Chain Management Building, JIAP Karachi latest by **11-01-2023 1030hrs.** The tenders may be dropped in the tender box marked as “**Tender Box Commercial Purchases**” placed at the entrance of the PIACL Supply Chain Management Building latest by **10:30** hours on the specified date. You may also send your tenders through registered A/D mail addressed to GM Contract Management, which must reach before the closing date and time mentioned above. **Tenders will be opened at 11:00 hours** the same day in the presence of tenderers.

2. Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of GM Contract Management in this respect shall be final and binding.

**3. Bidders are required to submit a Pay Order of Rs. 10,000/- (Non-Refundable) as tender fees along with Technical Proposal (Local Bidders Only).**

**B) EARNEST MONEY/BID SECURITY (Local Bidders Only)**

The tenderers (for drugs & medicines “A” must required to furnish interest free bid security amounting **PKR 50,000.00** (refundable) in shape of a pay order from Schedule Bank. For General/Surgical items “B”, Dental items & Lab items this security must be **PKR 10,000/- to be submitted along with Financial Proposal**. Earnest Money in any other shape shall not be accepted. Earnest / Security Money deposited against a running contract (s) purchase orders(s) shall not be transferable as earnest money for any other tender. All tenders without or short Earnest Money shall not be considered.

## **SECURITY DEPOSIT/ PERFORMANCE GUARANTEE**

The successful tenderer upon award of Contract/Purchase Order will be required to furnish security deposit (pay order or Bank Guarantee) in the amount equivalent to the amount of earnest money value as interest free Security deposit and to remain valid 3-months after the expiry period of the Contract. The Earnest Money already held can be converted into Security Deposit. **Bidders must claim their deposit refund within 180 days of the completion of contract period/project or in case of any earlier termination. The time barred CRs (receipts) / refund cases shall not be processed.**

### **C) INSTRUCTION TO BIDDER**

#### **PREPARATION OF TENDER “Single Stage Two Envelope Basis”**

- The BID (Tender) submitted shall comprise of a single package containing two sealed envelopes, each envelope shall be marked and will contain “**TECHNICAL**” and “**FINANCIAL**” proposal.
- On the given tender opening date only “**Technical Proposal**” will be opened in the presence of tenderers available.
- The “**Financial Proposal**” shall be shown to the parties but will be retained with PIA without being opened.
- After Technical Evaluation of the received Technical Proposals, Financial Proposals will be opened publicly at the date, time & venue to be announced and will be communicated to the bidders in advance.
- PIA will open the “Financial Proposals” publicly of the parties whose Technical Proposals have been found acceptable.
- Financial Proposals of the technically not-acceptable bids shall be remained **un- opened** till the completion of tender process.

### **D) PREPARATION OF TENDER - TECHNICAL PROPOSAL:**

**Rates should not be mentioned in technical proposal and required to be quoted in financial proposal only.**

Soft copy of technical proposal along with hard copy is also required in CD / USB containing the detail/ list of medicines without rates.

All mandatory requirements are given in the schedule

Please give all the available technical details of the items offered by you, supported with the technical literature, brochure, drawings and pictures, client list details, authorization certificates etc.

BIDS / Tenders / Technical Proposal received shall be evaluated in accordance with the given technical specifications/ requirements.

Bidders **MUST**:

- Be registered with Sales Tax Authorities (Federal/Provincial whichever is applicable); please attach copy of Registration Certificate (Local Bidders Only).

- Quote Rates, GST, and other taxes separately.
- Affix the company seal on all tender documents.

Mention clearly Tender Reference on **TOP RIGHT CORNER OF PROPERLY SEALED ENVELOPE**,  
**BEARING COMPANY'S STAMP**

**E) PREPARATION OF TENDER – FINANCIAL PROPOSAL**

The tenders should be enclosed in double cover. The inner cover should be sealed having enclosed the following documents:

- a) Original Pay Order for Earnest Money.
- b) Undertaking on Rs. 100/= above non-judicial Stamp Paper duly signed and stamped by a Public Notary Oath Commissioner (Local Bidders Only).
- c) The outer cover should bear address of the GM Contract Management, PIA SCM Building, Karachi Airport and reference number of the tender with opening date of tender.
- d) All information about the services /material proposed to be supplied must be given as required in the schedule to tender.
- e) Soft copy of financial proposal along with hard copy is also required in CD / USB containing the detail/ list of medicines with rates.

**F) PRICES**

- a) The Prices mentioned in the tender will be treated as firm till the completion of Purchase Order /Contract.
- b) Offers must be valid for 180 days.

**G) Duration of Contract**

Contract will be awarded for the period of one year, extendable to 90 days on same terms & conditions.

Yours truly,

**Iftikhar M. Usmani**  
GM Contract Management  
Supply Chain Management  
PIA Head Office, Karachi.  
Ph: 021 9904 4216, 021 9904 3081  
Email: gm.cm@piac.aero, contract.administration@piac.aero

## INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

1. PIACL invites you to tender for the supply of stores/equipment/ services as per details given in attached schedule to tender (medicines “A” and “B”).
2. **CAUTION:** This tender and subsequent contract agreement awarded to the successful bidders is governed by the rules / conditions as laid down in PPRA Rules-2004 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](http://www.ppra.org.pk)).
3. **DELIVERY OF TENDER:** the tender documents covering technical and commercial offers are to be furnished as under:-

**A. COMMERCIAL OFFER:** the offer will be in duplicate and indicate prices quoted in figures as well as in words in the currency mentioned in invitation to tender (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, PIACL reserves the right to accept lowest technically accepted option if more than one options were accepted in technical scrutiny report.

**B. TECHNICAL OFFER:** (where applicable). should contain all relevant specifications in duplicate (or as specified in invitation to tender) 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.

**C. 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.

**D.** Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies 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 its 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.

4. **DATE AND TIME FOR RECEIPT OF TENDER:** Tender must reach this office by the date and time specified in the schedule to tender attached. 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.
5. **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 team/committee. 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.
6. **VALIDITY OF OFFER:**
  - A. The validity period of quotations must be indicated and should invariably be 180 days from the date of opening of tender. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 180 days or less as per original offer) i.a.wPPRARule-26.
7. **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.
8. **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, PIACL 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 PPRARule-30(2).
9. **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 security deposit of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.
10. **PROVISION OF DOCUMENTS IN CASE OF CONTRACT:** In case any firm wins a contract, it will deposit following documents before award of contract:
  - A. Proof of firm's financial capability.
  - B. Foreign seller has to provide its registration number issued by respective department of commerce authorizing export of subject stores.
  - C. Principal/agency agreement.
11. **INSPECTION AUTHORITY.** Joint inspection will be carried out by General Manager (Medical Services) or a team nominated by General Manager (Medical Services).
12. **DOCUMENTS REQUIRED.** Following documents are required to be submitted along with the quote:
  - A. OEM/authorized dealer/agent certificate along with OEM dealership evidence.
  - B. Original quotation/principal/OEM Proforma invoice.

- C. 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.
- D. Submit breakup of cost of stores/services on the following lines:
- i. Imported material with break down item wise along-with import duties.
  - ii. 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.
  - iii. Fixed overhead charges like labour, electricity etc.
  - iv. Agent commission/profit, if any.
  - v. Any other expenditure/cost/service/remuneration as asked for in the tender.
14. **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:
- A. 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](http://www.ppra.org.pk).
15. **CORRESPONDENCE**. All correspondence will be addressed to PIACL Supply Chain Department. In case of any technical queries, GM Medical Services, PIA may be contacted at [gm.medicalservices@piac.aero](mailto:gm.medicalservices@piac.aero) for clarity/ reply.
16. **PRE-SHIPMENT INSPECTION**: PIACL may send a team of officers member for the inspection of major equipments and machinery items at OEM 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 vender.
17. **AMENDMENT TO CONTRACT**: Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the vendor and the PIA Medical Division; such modification shall form an integral part of the contract.
18. **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.
19. **PRICE VARIATION**.
- A. Prices offered against this tender are to be firm and final.
  - B. 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.

- C. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause pvc 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.

20. **FORCE MAJEURE.**

- A. 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.
- B. The supplier shall provide PIA 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.
- C. PIA shall be entitled to conduct investigation into the cause of delay reported by the supplier.
- D. 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.
- E. Such extension in delivery period, due to force majeure, shall not entitle the suppliers to claim any extra from PIA.

21. **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 bidding arbitration as provided below:

- A. 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.
- B. The venue of the arbitration shall be the place from which the contract is issued or such other places as PIA at his discretion may determine
- C. The arbitration award shall be firm and final.
- D. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- E. All proceedings under this clause shall be conducted in English language and in writing.



22. **LIQUIDATED DAMAGES(LD).** Liquidated damages upto 5% per month are liable to be imposed on the suppliers by PIA. Decision under this clause shall not be subject to arbitration. Total value of LD shall not exceed 10% of the contract value.
23. **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.
24. **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 PIA contractor shall be liable to pay to the PIA 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 PIA Medical and will be deposited by contractor / seller in PIA account in the currency of contract.
25. **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 PIA may consider appropriate.
26. **TERMINATION OF CONTRACT:** PIA may terminate this agreement upon giving 30 days notice in writing to the supplier without assigning any reason thereto. However, PIA shall have the right to terminate this agreement upon giving 07 days notice in writing to supplier, in case there is any deterioration in quality, delays in delivery or if the supplier violates other terms and conditions of this contract.
27. **DISQUALIFICATION.** Offers are liable to be rejected if:-
- 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. Multiple rates are quoted against one item.
  - E. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
  - F. Subject to restriction of export license.
  - G. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
  - H. If the validity of the agency agreement is expired.
  - I. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
  - J. If validity of offer is not quoted as required in it or made subject to confirmation later.

**SPECIAL INSTRUCTIONS / TERMS AND CONDITIONS**

<b><u>Description</u></b>	<b>Firm's remarks comply / not comply</b>
<p><b>1. General</b></p> <p>A. All medical stores items will be according to generic nomenclature as per pvms/niv lists. Any deviation will not be accepted.</p> <p>B. Supplied medical stores should have atleast 2 years/minimum of 70% remaining shelf life at the time of delivery with some exceptions:-</p> <p style="padding-left: 40px;">(1) the surgical disposables having shelf life of 05 years or more are acceptable at minimum of 50% shelf life.</p> <p style="padding-left: 40px;">(2) lab kits with 50% shelf life are accepted.</p> <p style="padding-left: 40px;">(3) in case of emergent requirement stores with less shelf life can be accepted at the discretion of inspection authority to fulfill user requirement.</p> <p>C. The under taking from the company/distributor for replacing the same with fresh stock (if not consumed) will be provided by the contractor for items in para b (1), &amp; (2) above.</p> <p>D. The supplier/firm is bound to replace the near expiry (06 months) medical stores with fresh stock if not consumed without any extra charges.</p> <p>E. Delivery challan and invoice must include the information i.e nomenclature, batch number, and manufacturing and expiry date at the time of delivery of goods.</p> <p>F. Supplier/firm will ensure provision of analysis report of chemical/regents &amp; lab kits in case of manufacturing and expiry date are not mentioned. Otherwise supply will not be accepted. The quality control/quality assurance test report of other medical store items supplied at medical facility of PIACL will be submitted as and when required.</p> <p><b>2. Packing:</b> The dispensing items must be delivered in proper sealed bottles/containers of good quality with proper labeling (as per durg act 1976) clearly specifying all the pre-requisite information.</p> <p><b>3. Delivery:</b></p> <p>A. Medicines will be demanded and delivered as per supply order on quarterly basis or as and when required during: contractual period 2022.</p> <p>B. The consignee is bound to take minimum 75% of the entire contracted quantity of this contract and demand will be governed according to the requirement. The supplier will not claim any compensation on this account, quantities of items may be 15% enhanced i.a.w ppra rules.</p> <p>C. Every item must be stamped (by laser printing) PIACL not for sale and stamp should be visible clearly on the outer carton, vial, ampoules, bottles and on blister packing etc.</p> <p>D. Compliance to national and international standards of cold chair facility is mandatory for supplier. Failing which the items will be returned.</p> <p>E. Contractor/supplier is bound to supply required medicine within 30</p>	

<b><u>Description</u></b>	<b>Firm's remarks comply / not comply</b>
<p>Days of the supply order, in case of late delivery of stores, LD charges will be imposed as per @ 5% per month of the value of stores delivered late however, maximum penalty shall not exceed 10% of the total value of such stores.</p> <p>4. <b><u>Inspection</u></b>: inspection of stores will be carried as per following parameters:</p> <p>A. Quantities supplied are according to supply order.</p> <p>B. Will ensure proper shelf life i.e minimum 70% or 2 years.</p> <p>C. Will ensure inner &amp; outer packing of product according to the standards. No worn out of tempering of seals allowed.</p> <p>D. There should be no breakage of ampoules/vial, foil/blisters &amp; bottle.</p> <p>E. Date of expiry &amp; manufacturing date should be clearly mention on outer and inner packing material.</p> <p>F. Batch number on inner &amp; outer packing should be printed/engraved.</p> <p>G. Following stamps should be clearly mentioned on all vial/ampoules/blister/foil/bottles and also on outer packing “not for sale for PIA use only”</p> <p>H. Ensure proper storage of medicines, in case of temperature sensitive items to ensure cold chain.</p> <p>J. Ensure all the particulars i.e product name, quantity, batch no, mfg date and expiry date are mention on dc.</p> <p>K. Product supplied should be of single or two batches, multiple batches are not acceptable.</p> <p>5. <b><u>Afmsl/testing</u></b> random samples out of delivered stores by supplier, will be sent for afmsl/dtl testing on discretion of purchaser. Quantities of items consumed/sent for testing will be replenished free of cost by supplier.</p> <p>6. <b><u>Test and inspection expenditure</u></b></p> <p>A. Whenever incurred will be borne by supplier.</p> <p>B. Any product of the firm that is declared „spurious“ substandard by any government/contracted lab all products of that firm will be rejected.</p> <p>C. The firm should not have any biotech recall history of being substandard/adulterated for last two years</p>	

**EVALUATION CRITERIA FOR SELECTION OF FIRMS & EVALUATION OF BRANDS  
FOR SUPPLY OF MEDICINES**

**Total Marks –80**

<b>SECTION N A</b>	All prospective bidders are required to have a valid Drugs Manufacturing License from Drug Regulatory Authority of Pakistan While agents shall provide valid Drug Sale License.	<b>MANDATORY</b>	
<b>SECTION N B</b>	<b>EXPERIENCE / SETUP</b>		
<b>Serial No.</b>	<b>Particulars</b>	<b>Maximum Marks</b>	<b>Marks Obtained</b>
<b>B-1</b>	<b>Length of Registration of Company from Ministry of Health</b>	<b>10</b>	
	1 – 10 Years (1 Mark for Each Year)	1-10	
<b>B-2</b>	<b>Contracts with other Public Sector Organization</b>		
	10 or more years	<b>15</b>	
	From 5 to 9 years	10	
	From 4 to 8 years	5	
	No Contract	0	
<b>B-3</b>	<b>No. of Qualified Pharmacists (D. Pharm/B.Pharm)</b>		
i	Greater than or equal 10	<b>15</b>	
ii	Between 5 and 10	10	
iii	Below 5	05	
<b>B-4</b>	<b>Quality Certifications</b>		
i	ISO Certification	<b>10</b>	
ii	Goods Manufacturing Certification (GMP) from Ministry of Health	<b>15</b>	
<b>B-5</b>	<b>Financial Standing (Annual Turnover of Bidder)</b>		
i	100 Million or above	<b>15</b>	
ii	Between 50 Million and 75 Million	10	
iii	Less than 50 Million	05	

For Distributors/Suppliers, Technical Evaluation of parent Manufacturing Company will be done.  
 Technical Qualifying Marks = 48 out of 80  
 Evaluation Weightage: Technical = 40%, Financial = 60%

## **OTHER REQUIREMENTS**

### **A. LICENSES**

- (1) Manufacturer shall provide valid drugs manufacturing license.
- (2) Sole agents of foreign principal shall provide valid drugs sale license.
- (3) Sole agents/importers will also provide valid sole agency agreement.
- (4) Manufacturers represented by distributor are to submit their drug sale license along with manufacturer's license and authority letter of companies being represented.

### **B. ANALYSIS REPORT**

Analysis report of products being quoted preferably from Central Drug Laboratories (CDL), Armed Forces Medical Stores Laboratory (AFMSL) or any other government agency or in case same is not available analysis report of the company will be submitted for each product.

### **C. SPURIOUS ADULTERATED AND SUB STANDARD DRUG**

- (1) Any firm whose product is declared „spurious“ by any government laboratory will not be eligible.
- (2) If during testing of samples any product is declared substandard or adulterated the firm will not be eligible.
- (3) If the firm is convicted by drug court during last three years the same will not be eligible.

### **D. HVAC SYSTEM**

- (1) The production unit must have a proper hvac system.
- (2) Certification of the same is to be provided.

### **A. EFFICACY IN RELATION TO DRUG PATIENT RECOVERY RATE.**

- (1) As the efficacy of different brands varies considerably directly affecting the length of treatment and total cost, hence medical committee will assess the rate of recovery of different brands.
- (2) Those brands that have shown better recovery rate will be endorsed.
- (3) In addition to the criteria laid down above for selection of firms/ suppliers peculiar to the production / delivery of medicines, various brands/ types of medicines quoted by eligible firms/ suppliers shall be selected by panel of senior doctors / consultants based on evaluation process given hereunder:

### **B. PATIENT COMPLIANCE**

- (1) Seniors Doctors in co-ordination with concerned specialists, will assess patient compliance of different brands.

(2) Drugs having better compliance with respect to following will be accepted:

- a. Presentation
- b. Taste
- c. Smell
- d. Intensity of side effects
- e. Faith of prescriber/user

C. **AVAILABILITY OF DRUG IN MARKET.** Brands that are easily available & are well reputed will be selected.

D. **STRENGTH PACKAGE OF DRUGS.** As requirement varies with patients following shall be considered for selection:

- (1) Availability of product in different strengths.
- (2) Availability of product in different dosage forms like tablets, injections & syrups

E. **CLINICAL TRIALS/ TIME TESTED BRANDS.**

Following brands / types shall be preferred:

- Past experience of brands with respect to efficacy & quality.
- Patient feedback to particular/ specific brands.
- In case of any queries related to technical nature or specifications of medicines / items required under this tender, following point of contact is to be approached for clarification / guidance between 8.00 am to 3.00 pm hours on any working day.
- Authorization for distributors from pharmaceutical companies.
- Pharmaceutical companies/distributors should have valid licences from drug regulatory authority of Pakistan and ministry of national health services, regulation & coordination.
- Distributors selected shall have qualified pharmacist (D.pharm/b.pharm)
- Selected pharmaceutical company/distributors must not be black listed in any government organization. The applicants should submit an affidavit in this regard.
- Selected firm for diagnostic purposes should submit:
  - a. Company profile
  - b. Key personnel list
  - c. Degrees of engineers
  - d. Copy of approval letter from rdap.
  - e. Copy of incorporation certificates
  - f. Audit report for 03 years.

### **DURATION OF CONTRACT**

The contract will be for 01 year; extendable to 90 days on same terms & conditions.

**CONTRACT AGREEMENT NO \_\_\_\_\_ DATED \_\_\_\_\_**

An agreement made the \_\_\_\_\_ day of \_\_\_\_\_ ( ) between the Pakistan International Airlines Corporation (hereinafter called PIAC) of the one part and M/S \_\_\_\_\_ hereinafter called the supplier of the other part)

Whereby it is agreed that PIAC shall purchase and the supplier shall supply the items described in the attached schedule and at the prices mentioned therein against each item subject to the terms and conditions given below: -

### **1. AUTHORITY OF PERSON SIGNING CONTRACT AND DOCUMENT**

Person signing the contract or any other document forming part of this contract on behalf of the supplier shall be deemed to warrant that he has the authority to do so from the supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so the purchaser may without prejudice to other legal remedies, cancel the contract without notice and hold the signature liable for all costs and damage.

### **2. DELIVERY**

Time is the essence of this contract. All deliveries shall be completed and specified in the mode of supply mentioned herein below or the delivery schedule given in the purchase order. Unless otherwise agreed delivery of the material under this contract shall be made at PIA Medical Establishment Karachi/Lahore/ Multan/Rawalpindi/ Peshawar. Should the supplier fail to deliver any supplies within the stipulated time as mentioned in the delivery schedule or any extension thereof, PIA shall be entitled at its option to purchase from elsewhere such supplies at the risk and expenses of the supplier and or impose penalty as indicated hereunder:-

a. That in case of any violation of the delivery schedule by the supplier PIA have the right to claim liquidated damages from supplier upto 5% of the value of the supplies. Decision under this clause shall not be subject to arbitration.

b. If the supplier fails to supply less than 75% of the ordered quantity compelling PIA to raise a second order then a deduction of 2% will be made against the total of that item which has been short supplied.

c. In case action is taken as mentioned above, the supplier shall be liable for any loss, which PIA may sustain on that account but shall be entitled to any gain for purchase made from elsewhere due to such default.

d. As soon as it is apparent that the delivery schedule cannot be adhered to, the supplier shall request PIA for the extension of delivery period before date/time expires. PIA may allow such additional time if it considers that the reason of delay is justified.

### **3. MODE OF SUPPLY**

a) Supply should be as per purchase order quantity wise and not in piecemeal.

### **4. DRUG STANDARD**

a) The item supplied will conform to Government of Pakistan Pharmacopoeia/ Standards. As certificate of standard should be endorsed with every supply made. If it is found that the item/items does/do not confirm to required standards the contract is liable to be terminated or appropriate penalty as deemed fit imposed by the authority of PIA.

#### **5. VARIATION**

Except for changes involving amendments relating to delivery schedule. That contract shall not to be varied or modified without the mutual agreement in writing, which will be signed by both the parties to the contract.

#### **6. PERIOD OF CONTRACT**

This contract shall commence shall remain endorse for a period of One year further extendable 90 days

#### **7. PRICES**

a) The range mentioned in the contract shall remain firm and final for the duration of purchase and the supplier agrees to supply the same accordingly. In case of change of prices of drugs by Ministry of Health only that will be applicable.

#### **8. SUBLETTING**

The supplier shall not sublet, transfer or assign this contract to any other party without prior written permission from the purchaser else the purchaser shall be at the risk and expenses of the supplier.

#### **9. INSOLVENCY AND BREACH OF CONTRACT.**

Should the supplier be adjudicated insolvent or made to enter into any arrangement for compensation with the creditors or suspend payment (or being a company) be wound up, either compulsorily or voluntarily, or commit ant breach of this contract (not herein especially provided) PIA shall have the right to declare the contract at an end in which case the supplier shall be liable to pay PIA for any extra expenses which PIA incurs but shall not be entitled to any gain or repurchases.

#### **10. SECURITY DEPOSIT**

The security deposit provided/deposited along with the tender will be retained for the current contract period, which must remain valid upto 3 months after expiry of the contract period.

PIA shall have lien on this fixed deposit to recover the amount in case the supplier fails to comply with any or all the terms of this contract or any other contract. The amount will, however, be returned to the supplier after satisfactorily, completed the contractual obligations.

#### **11. RECOVERIES.**

When any sum of money is recoverable from the supplier due to risk purchase or other default under this or any other contract, PIA shall be entitled to deduct the amount from pending bills of the supplier whether due in respect of this or any other contract.

#### **12. PAYMENTS.**



Payment in respect of supplies shall be made by the Accounts Manager (Medical), PIA Karachi and Finance Manager at Lahore/Multan/Rawalpindi/Peshawar within 30 days on their submission of the per receipted bills which are to be drawn strictly in conformity with the order placed by the concerned department covering supplies under this contract.

### **13. CORRESPONDENCE.**

The supplier will not correspond with or approach any other authority / person directly or indirectly whether the staff of PIA or otherwise except GM Medical services PIA, regarding any matter arising from this or any other contract with PIA. The supplier may carry on correspondence with the appropriate official of the consuming department, if so directed by purchase authorities.

### **14. GRATUITY, COMMISSION, GIFT.**

Any bribe, commission, gift or advantages given, promised or defrayed by or on behalf of the supplier or his partner agent or servant or anyone of his or their behalf to any officer, servant, representative or agent or PIA relating to the obtaining or to the execution of this or any other contract with PIA for showing or for bearing to show favour or disfavour to any person in relation to this or any other as aforesaid shall subject the supplier to the cancellation of this and or any other contract and also to payment of amount to be decided by the Chairman, PIAC, as damages and the decision of the said Chairman in this respect shall be final and binding on the supplier.

### **15. NOTICES ON BEHALF OF THE PURCHASER.**

Notice on behalf of PIA in connection with this contract may be given by the GM Medical Services or his representative.

### **16. TERMINATION OF CONTRACT.**

a) PIA may terminate this agreement upon giving 30 days notice in writing to the supplier without assigning any reason thereto. However, PIA shall have the right to terminate this agreement upon giving 7 days notice in writing to the supplier, in case there is any deterioration in quality delays in delivery or if the supplier violates other terms and conditions of this contract.

b) If PIA violates any provision of this agreement, the mail notifying such defaults on part of PIA. In case PIA fails to rectify such default within 30 days from the receipt of such notice, the supplier may terminate this agreement upon expiry of such 30 days notice period. However, if any controversy arises between the parties with regard to interpretation of such fault by PIA referred to herein above, the matter shall be referred to the GM Medical Services for his opinion. The opinion of the GM Medical

Services shall be final and binding on both parties in this regard.

### **17. LAW GOVERNING THE CONTRACT.**

The contract shall be governed by the Law of Pakistan.

### **18. ARBITRATION.**

All matters of dispute or difference arising out of this contract between PIA and the supplier, the settlement of which is not otherwise specifically provided in this contract shall be referred to the Chairman, PIA whose decision shall be final and binding on both the parties. The services under the contract shall if reasonably possible continue during the proceedings before the said Chairman and no payment due to the supplier/ payable by PIA shall be withheld on account of such proceedings, unless by the place from where this contract is issued or any other place as the

Chairman, PIA at his discretion may determine, the award of such arbitration shall be final and binding on both parties.

**For and on behalf of P.I.A.C**

**For and on behalf of M/S**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

**Witness**

**Witness**

1 \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

2 \_\_\_\_\_

**RUPEE ONE HUNDRED (NON-JUDICIAL STAMP PAPER)**

General Manager Contract Management  
Supply Chain Management Department  
Pakistan Intentional Airlines  
Karachi.

Subject: UNDERTAKING TO EXECUTE CONTRACT

Dear Sir,

1. We / I, the undersigned tenderer do here by confirm, agree and undertake to do following in the event our / my tender for supply of \_\_\_\_\_ to PIA, is approved and accepted:-
2. That we / I will enter into and execute the formal contract, a copy of which has been supplied to us / me, receipt whereof is hereby acknowledged and which has been studied and understood by me / us without any change, amendment, revision or addition thereto, within a period of seven days when required by PIA to do so.
3. That all expenses in connection with the preparation and execution of the contract including stamp duty will be borned by us / me.
4. That we / I shall deposit with PIA the amount of Security as specified in the contract which shall continue to be held by PIA until three months after expiry of the contract period.
5. That in event of our / my failure to execute the formal contract within the period of Seven days specified by PIA the Earnest Money held by PIA shall stand forfeited and we / I shall not question the same.

Tenderer's Signature \_\_\_\_\_

Name in Full \_\_\_\_\_

Designation \_\_\_\_\_

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

Phone / Fax # \_\_\_\_\_

N.I.C. # \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

**INTEGRITY PACT / DISCLOSURE CLAUSE****Declaration of Fees, Commissions and Brokerage Etc. Payable By The Suppliers, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works**

\_\_\_\_\_ the Seller / Supplier / Contractor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the Seller / Supplier / Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller / Supplier / Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be void-able at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.