

Ref No. GM-P/Cont-Pharmacy/19

Dated; 8<sup>th</sup> August, 2019

Tender Cost Rs. 3,000.00

**INVITATION TO TENDERS AND INSTRUCTIONS TO TENDERERS**

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject: Tender for Prequalification Of Pharmacy/ Chemists.**

Dear Sirs,

We are pleased to invited tenders on **Single Stage Two Envelopes** basis (Both Sealed) of below details for a period of One year.

**SUBMISSION OF TENDER**

You are required to send your sealed tenders addressed to **GM Procurement** by **28<sup>th</sup> August, 2019**. The tenders may be dropped in the tender box marked as "Commercial Purchases" placed at the Entrance of Supply Chain Management latest by 10:30 hours on the specified date. You may also send your tenders through registered A/D mail addressed to **General Manger Procurement** 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.

Tenders received after stipulated date & time shall not be considered. The Corporation will not be responsible for postal delays. The decision of General Manager Procurement in this respect shall be final and binding.

**SECURITY DEPOSIT**

The successful tenderers will be required to furnish cash deposit receipt issued by PIA Finance in the amount **Rs.100,000.00** as Security Deposit or provide a pay order of Rs. 100,000.00 from Schedule Bank.

**PREPARATION OF TENDER**

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

Yours truly,  
For PAKISTAN INTERNATIONAL AIRLINES

**General Manager (Procurement)**

PIA Head Office Karachi

Tel # 021-99044423

Email. khijzpk@piac.aero

**Note: Proposal must be submit in shape of proper file & complete documents.**

**ANNEXURE "A"**
**EVALUATION CRITERIA**
**Mandatory Requirements**

S.No.	Description	Documents
1	All *Pharmacists must be registered with Pharmacy Council of Pakistan Established under the PHARMACY ACT 1967 and must fulfill all the criteria to act as a Pharmacist as per all applicable Laws n Regulations of Governments & Regulatory Bodies.	Registration Certificate
2	NTN and GST (if applicable) registration certificate	Relevant certificate
3	For all types of Medicine Valid License by DRAP (Drug Regulatory Authority of Pakistan) is the responsibility of Bidder for the entire contract period	-
4	Must have geographical presence in Karachi, Lahore, Islamabad, Peshawar & Multan.	Office addresses
5	Quote the ONLY ONE DISCOUNT PERCENTAGE.	Tender Document
6	Pharmacist/Bidders Must not be black Listed by Pharmacy Council or DRAP respectively or PPRA.	Records/Affidavit
7	Must be Active Tax Payer	Online verification

\*`Pharmacist' means a person who is registered under section 24 in register A and Register B; as per Pharmacy Act-1967

**ANNEXURE "B"**
**General Requirements**

S.No.	Description	Marks	Documents
1	Geographical Presence	1 Locations = 3.33 Marks Max = 10	Offices' addresses
2	Professional Staff (relevant category MBBS Doctors + D. Pharm + Other Pharmacist and professional staff with Certified Resources)	1 Professional Staff = 2 Marks Max = 15	Staff List+ CVs of certified resources

3	Financial Strength (Annual Turnover)	2 Million = 1 Mark Max = 20	Last two years records
4	Number of years in business	1 Year = 2 Marks Max = 15	Company registration certificate
5	Similar projects successfully completed in last five years (SLA/PO/Bills More than 2 Million)	1 SLAs/POs/Bills = 2 Marks Max = 20	SLA/Purchase Orders
6	SLAs/POs/Bills in hand in Pakistan in (last six months) Not more than 6 Months, of at least 1 Million Rs. each	1 SLAs/POs/Bills = 2 Marks Max = 20	Relevant Documents Required

Minimum Passing / Qualifying marks = 50% of the total  
Bidders securing Less than 50% will not be entertained further.

**ANNEXURE "D"**

**Additional Term and Conditions**

1. Tenders will be called on **Single Stage Two Envelope** basis.
2. All participants are required to mention all taxes & GST separately.
3. Payment term net thirty days. No advance will be allowed.
- 4. All participants must quote DISCOUNT PERCENTAGE and best delivery period.**
5. Quotation must be valid for 120 days (Extendable).
6. Guarantee & Warrantee must be provided.
7. Item found below PIA Standard shall be rejected / returned.
8. Items/ Prices once approved should remain valid for one year period from the date of approval.

**Duration of Contract**

Contract will be awarded for the period of one year (one term), extendable for further two terms with mutual consent on same rates, terms & conditions subject to satisfactory performance.

**ANNEXURE "D"**
**(PRE-QUALIFICATION FORM)**

Chemist Name		
Tender Reference		
Applying for		
Rate List in complete manner must be enclosed with Financial Proposal Only. Only (One Rate) Discount Percentage.		
NTN No.		
GST No.		
Date of Formation		
No. of Employees		
Registered Office Address		
Branch Offices' Address		
Email		
Website		
Phone		
Company's Net Worth as on Latest SFP		
Company's last three years turnover Year wise and Total	Year 01	
	Year 02	
	Year 03	
	Total	

**Sign & stamp of bidder**

Agreement 1<sup>st</sup> page should be printed on Non-Judicial stamp paper (minimum) Rs.500.00

**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 Bidders of the other part)

Whereby it is agreed that PIAC shall purchase and the Bidders 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 Bidders shall be deemed to warrant that he has the authority to do so from the Bidders, and if on enquiry, it is revealed that the person so signing had no authority to do so the purchaser may without projection to other legal remedies, cancel the contract without notice and hold the signature liable for all costs and damage.

#### **2. DRUG STANDARD**

a) The all drugs etc will conform to Government of Pakistan Standards.

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

Should the Bidders 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 Bidders shall be liable to pay PIA for any extra expenses which PIA incurs but shall not be entitled to any gain or repurchases.

#### **4. SECURITY DEPOSIT**

The security deposit provided/deposited along with the tender will be retained for the current contract period. The bank guarantee must be countersigned by the Head office, 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 Bidders fail to comply with any or all the terms of this contract or any other contract. The amount will, however, be returned to the Bidders after satisfactorily, completed the contractual obligations.

#### **5. RECOVERIES.**

When any sum of money is recoverable from the Bidders 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 Bidders whether due in respect of this or any other contract.

#### **6. 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 bills which are to be drawn strictly in conformity with the order placed by the concerned department covering supplies under this contract.

#### **7. CORRESPONDENCE.**

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

#### **8. GRATUITY, COMMISSION, GIFT.**

Any bribe, commission, gift or advantages given, promised or defrayed by or on behalf of the Bidders 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 favor or disfavor to any person in relation to this or any other as aforesaid shall subject the Bidders 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 Bidders.

**9. NOTICES ON BEHALF OF THE PURCHASER.**

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

**10. TERMINATION OF CONTRACT.**

a) PIA may terminate this agreement upon giving 30 days notice in writing to the Hospital without assigning any reason thereto. However, PIA shall have the right to terminate this agreement upon giving 7 days notice in writing to the Bidders, in case there is any deterioration in quality delays in delivery or if the Bidders 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 Bidders 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 hereinabove, 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.

**11. LAW GOVERNING THE CONTRACT.**

The contract shall be governed by the Law of Pakistan.

**12. ARBITRATION.**

All matters of dispute or difference arising out of this contract between PIA and the Bidders, 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 Bidders/ payable by PIA shall be with held 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.....

General Manager (Procurement)  
Supply Chain Management,  
1<sup>st</sup> Floor SCM Building, Pakistan International 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 borne 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 Bidders, Vendors, Distributors, Manufacturers, Contractor & Service Providers Of Goods, Services & Works**

\_\_\_\_\_ the Seller / Bidders / 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 / Bidders / 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 / Bidders / 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 / Bidders / 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 / Bidders / 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 / Bidders / 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.