

TERMS AND CONDITIONS OF CONTRACT
MEDICAL STORE/PHARMACY NO.II

1. For the purpose of this agreement unless a contrary intention appears from the subject in the contract, the term, Medical Store/Pharmacy mean, 1 x Room (12x18), 216 Sq feet, Shaikh Zayed Medical Complex, Lahore.
2. The bidder is required to deposit Rs.1,800,000/= (Rupees One Million Eight Hundred Thousand Only) of bid price in the shape of call deposit in the name of Administrator/Executive Director Shaikh Zayed Hospital from any scheduled Bank at the time of submission of offer. No bid will be considered for acceptance without call deposit.
3. The contractor will furnish a Performance Guarantee @ 10% of total bidding amount / contract amount in the shape of Bank Draft / Pay Order in the name of Administrator/Executive Director Shaikh Zayed Hospital Lahore. The contractor shall be bound to provide the Performance Guarantee within seven (7) days of receipt of award letter. This Performance Guarantee will be refundable after expiry of the contract and vacation of the property. If successful bidder fails to meet the time limit for depositing Performance Guarantee, he will lose contract, his bid shall stand cancelled and the CDR obtained as bid security shall be forfeited. Consequently, contract will be awarded to the next higher bidder (most advantageous bid), approved by the Hospital Authorities.
4. The contract period will be **02 Years** from the date of award with 10% annual increase and extendable for another 01 Year subject to full fill meet of satisfactory performance and approval of the Competent Authority on request of the vender/firm.
5. The contractor will provide all Medical supplies/ Medicines/ Surgical supplies and disposable items and shall keep for sale at Retail Price concluded by the Ministry of Health / DRAP Islamabad comparable with market prices.
6. Medicines in the medical store shall have sufficient shelf life. Medicines with less than 06 month expiry date will not be sold in the medical store.
7. All vaccines / Insulin's / Medicines which require refrigeration will be kept in refrigerators.

8. Administrator/Executive Director Shaikh Zayed Medical Complex Lahore or any other officer detailed by Administrator/Executive Director can check the Medicines / shelf life, price list and bills of the pharmacy at source of item sold.

9. If during the period of this agreement, any competent authority or by the Government or BOG of Shaikh Zayed Medical Complex Lahore issue new directions/orders/decisions, notifications regarding the said license agreement it will be modified or cancelled/ terminated accordingly.

10. The Medical Store / Pharmacy will be managed by a qualified Pharmacist and the Pharmacy / Medical Store will be organized, managed and run on modern scientific lines and relevant applicable Rules, Regulations and guidelines.

11. No hand written bill will be issued to customer only computerized bill will be issued.

12. The Medical Store/Pharmacy room will be used exclusively for the storage and sale of Medicines, Medical, Surgical supplies. No eatable / general supplies would be sold on the medical store.

13. The contractor / licensee will make available all the essential drugs as per list approved by the Ministry of NHR&C Pakistan as well other commonly used medicines, Surgical and related items.

14. The Medical Store will be run in accordance with the provision of drugs act and the other rules, regulations applicable laws there under.

15. Any dispute concerning this agreement including interpretation of any terms of this agreement shall be referred for the decision to Administrator/Executive Director Shaikh Zayed Hospital, Lahore who shall be the sole arbitrator.

16. If the contractor /licensee or his employees, sub agents misuse the space or the area, this agreement will stand rescinded and penalty of Rs.150,000/- (Rupees One Lac Fifty Thousand Only) will be imposed for misuse of space. There more of 5 in a year violation in a quarter will make the contract lease to be canceled.

17. The contractor shall be responsible to keep the Medical Store clean and tidy.



18. The contractor will be responsible to pay the electricity bill on commercial rates. However, Rs.150,000/ (Rupees One Lac Fifty Thousand Only) per month shall be charged for electricity if meters goes out of order.

19. The contractor will be responsible for the safe custody of the Hospital property i.e Medical Store fixtures and furniture and will also be responsible for their maintenance at his own cost.

20. In case the contractor fails to deposit the installments of contract money on due date the security shall be forfeited and the contract shall be cancelled.

21. On expiry of the contract, all facilities i.e. electricity, Gas etc. shall be disconnected and tenant is bound to vacate the property.

22. The contractor / licensee shall pay all rates, taxes and assessments whatsoever payable or hereafter to become payable to the Federal, Provincial Govt. L.M.O or L.D.A in respect at the said Medical Store.

23. The contractor / licensee shall pay Income Tax in advance on the contract value according to prevailing income Tax rate as per Income Tax Ordinance 2001 (Individual and AOP).He shall provide copy of the paid bank Challan to the Hospital Administrator/Executive Director Office and will be kept in Estate office for record.

24. The contractor / licensee shall also be responsible to make conservancy arrangements.

25. The contractor / licensee shall be directly responsible for all claims, which may be made by customers of any loss and damage etc.

26. The contractor / licensee shall not part with assign or transfer the privileges under this agreement or the room and land or any portion thereof.

27. The contractor / licensee shall be responsible for compliance with the provisions of the payment of wages act in force and the rules made in respect of the staff employees by him. He shall keep the Administrator/Executive Director Shaikh Zayed Hospital, Lahore indemnified and harmless against all losses and claims arising directly or indirectly through any failure or omission or breach of any term or obligation of the said status under this agreement / applicable law.

28. The contractor / licensee shall be responsible to comply with the provisions of employment of children Act 1936 or any statutory modification thereof and the rules framed under the said act.



29. In the event of the earlier termination of this agreement all payment (s) made by the contractor / licensee to the Shaikh Zayed Medical Complex. Lahore Administrator/Executive Director in terms of this agreement and the security deposit mentioned here before shall move no claim whatsoever against the Institute.

30. On the expiry of earlier termination of this agreement, the contractor / licensee shall forthwith remove his belongings and restore the said Medical Store in the original condition without any objection / opposition and delay.

31. That this agreement or any terms or condition or provision / right / obligation hereunder shall be varied / altered or modified until / unless the same is endorsed on this agreement or by execution of a supplementary written agreement to be executed by both the parties for varying or altering or modifying this agreement.

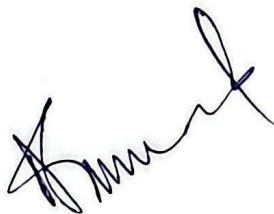
32. In this agreement unless a different intention appears from subject of the context the terms Hospital's Administration shall include besides the Chairman & Dean, the Administrator/Executive Director of the Hospital and other officers of the SZMC who may be duly authorized thereto.

33. That, without prejudice to the rights of the Institute. Administrator/Executive Director reserve under the clauses mentioned above, the contractor / licensee shall pay a penalty which may extend to Rs.10,000/- for each complaint of charging more than the prescribed rates, or incivility to public or any other complaint. The decision of the Administrator/Executive Director shall be final and binding on the contractor / licensee.

34. The cost of stamp paper on this agreement shall be borne by the contractor / licensee.

35. It is expressly agreed that either party shall be at liberty to terminate this agreement at any time by giving one month's prior notice in writing to the other party without assigning any reason. In case Notice is given by the licensee, the contractor / licensee shall be bound to carry out the work till final decision is communicated by the Administrator/Executive Director Shaikh Zayed Hospital, Lahore. Then his security deposit shall be refunded.

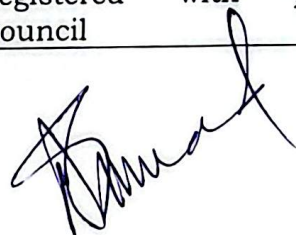
36. The contract rent money will be deposited on due date every month in advance. In case the contractor fails to deposit the contract money on due date, he will be levied 10% increase monthly rent in lieu of fine.



37. The following essential document are also required, attached with tender:-

a) **ELIGIBILITY CRITERIA.**

<u>Category</u>	<u>Description</u>	<u>Remarks</u>
	1. Minimum 10 branches /Out-Lets	Mandatory
	2. Valid Income Tax Registration	Mandatory
	3. Valid General Sales Tax Registration (Status with FBR)	Mandatory
	4. Punjab Sales Tax Registered	Mandatory
	5. Valid drug sale certificate at the time of bidding. However successful bidder will provide valid drug sale certificate for further required period.	Mandatory
	6. In full compliance of the execution schedule and delivery period mentioned in tender document (Undertaking of same On legal stamp paper	Mandatory
	7. Compliance to the services required Under clause 5, 6 & 7 of Terms & Conditions	Mandatory
	8. Financial position / Bank Statement last 03 Years (80-100million)	Mandatory
	9. Photo copy of National Identity Card, Residential Office address along with Telephone Numbers.	Mandatory
	10. Professional tax payment certificate	Mandatory
Period of establishment	11. Minimum 05 Years of establishment of business pharmacy.	Mandatory
Financial Strength Experience	12. Worth of Project (verify through relevant Purchase Order/ Performed Contract Last three years (40-50million)	Mandatory
Revenue	13. Average Annual revenue of last three years (verify through FBR return file.) (80-100 million)	Mandatory
Human Resources Professionals	14. Qualified Pharmacist registered with pharmacy council	Mandatory



Note. Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs. Bidder must include check list for above requirements in their bid.

b) **FINANCIAL BID**

(i). Contract money of rent per month.

38. The bidder must fulfill all the Pharmacy requirement, as per Drug Act 1976 DRAP rules during currency of contract.

39. If the contractor violates the terms of the said contract intentionally and in case of over charges from the customers and if hospital management receives complaints in writing against the contractor, Administrator/Executive Director will probe the complaint thoroughly and if, the contractor found guilty Administrator/Executive Director has the power to cancel the contract. Security deposited will not be refunded.

40. The contractor will be allowed to operate only one out-let in this hospital.

41. The contractor will be informed to Estate Officer Shaikh Zayed Hospital, Lahore about the deputed staff in Pharmacy along with providing credentials photo copies of CNIC after signing of the contract agreement on monthly basis.

42. The Administrator/Executive Director reserves the right to reject any or all offers as per **Rule-33** of PPRA Rules 2004 (amended).


ADMINISTRATOR/EXECUTIVE DIRECTOR

MEDICAL STORE/PHARMACY NO.1

TERMS AND CONDITIONS OF CONTRACT MEDICAL STORE/PHARMACY NO.1

1. For the purpose of this agreement unless a contrary intention appears from the subject in the contract, the term, Medical Store/Pharmacy mean, 1 x room (17 x 33), 561 Sq feet, Shaikh Zayed Medical Complex, 'Lahore.
2. The bidder is required to deposit Rs.3,960,000/= (Rupees Three Million Ninety Six Hundred Thousand Only) of bid price in the shape of call deposit in the name of Administrator/Executive Director Shaikh Zayed Hospital from any scheduled Bank at the time of submission of offer. No bid will be considered for acceptance without call deposit.
3. The contractor will furnish a Performance Guarantee @ 10% of total bidding amount / contract amount in the shape of Bank Draft / Pay Order in the name of Administrator/Executive Director Shaikh Zayed Hospital Lahore. The contractor shall be bound to provide the Performance Guarantee within seven (7) days of receipt of award letter. This Performance Guarantee will be refundable after expiry of the contract and vacation of the property. If successful bidder fails to meet the time limit for depositing Performance Guarantee, he will lose contract, his bid shall stand cancelled and the CDR obtained as bid security shall be forfeited. Consequently, contract will be awarded to the next higher bidder (most advantageous bid), approved by the Hospital Authorities.
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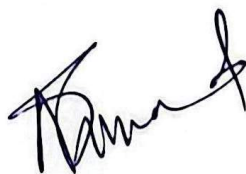
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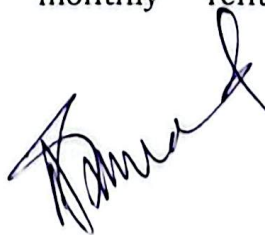
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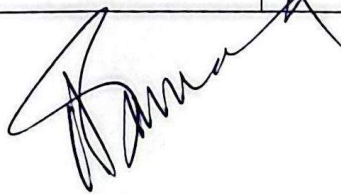
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