

TERMS AND CONDITIONS
CONTRACT FOR DAILY LP OF MEDICINES CMH MUZAFFARABAD
FY 2026-27

1. The "Technical Quotation" will be opened by a board of officers in the presence of available bidders or their representative on 07 April 2026 at 1030 hours. Tenders must be accompanied by earnest money (Rs. 0.8 Million refundable) as a bid security in the shape of CDR in the favour of Commandant CMH Muzaffarabad. CMH Muzaffarabad may reject all bids or proposals at any time prior to the acceptance of a bid or proposal in accordance with Rule 33(1) of PPRA Rules 2004.
2. The approved contractor will have to submit a contractual agreement duly attested by court/oath Commissioner within seven days of winning the contract. Supplier will also furnish standing security deposit in accordance with rules en vogue, which will be in the form of unconditional en-cashable CDR, from declared banker of the bidder, as bank guarantee, amounting to Rs. 800000/- (Rupees Eight Hundred Thousand only)/- (2% of average volume of expected business (i.e Rs. 40 Million approximately), which will be released on bidders' request, by Commandant CMH Muzaffarabad in case of bidder not winning the contract. CDR of successful bidder will remain submitted till the contract period expire (Concerned bankers will be approached for necessary verification of CDRs furnished by bidders).
3. Contractor will establish Pharmacy within the premises of CMH Muzaffarabad where all the medicines/ medical store items and appliances frequently used in CMH will be kept in stock.
4. Demand of indoor medicines will be handed over to contractor or its rep by 1300 hours and medicines will be provided by 1500 hours daily. Emergency medicines will be provided with 2-3 hours as and when demanded round the clock.
5. The supplier will supply the medical store items to the hospital Medical Store in his own transport and will provide his telephone number for urgent requirement.
6. The trade name of medicines that has been demanded will be provided by the contractor at retail price with agreed percentage of discount. If medicines with original name is not available/short supplied in market, its alternative with similar quality of some reputed firms will be provided only after permission of medical officer in charge medical store.
7. If the medicine or its alternative permitted by MO I/C Med Store is not provided within 24 hours, the patient will be allowed to purchase medicine from open market at retail price and contractor will be bound to refund cost of medicine in full without claiming additional profit over the cost price in the bill.
8. Bidder must have computerized sale billing system.
9. Qualified staff shall be deployed at LP Pharmacy.
10. The Bidder must have distribution ship of sound pharmaceutical companies, which deal in life saving/medicines/injectable.
11. Medicines will not be accepted from pharmaceutical companies which are not registered with Ministry of Health, Pakistan.
12. Medicines labeled as Physician's sample will not be accepted as genuine supply.
13. Supplier is bound to provide medical stores procured from bonfide and authorized distributors/manufactures. CMH Muzaffarabad reserves the right to inspect the Physical stock of the supplier for expiry/quality of medicines Whenever asked for, the supplier is bound to provide the proof of source of supply to the first party.

14. Cash amount of rupees 250000/- will be placed with CMH Muzaffarabad as revolving amount at all time to meet any emergency. The amount will be replenished as and when it is expended in part or full. Some of commonly used medicines/Injections will be made available in medical store at all times for any emergency.
15. Medicine which include drugs & allied store should be of the same specified brands as ordered or demanded by CMH Muzaffarabad and must have at least 80% shelf life at the time of supply.
16. The supplier shall submit to the commandant CMH Muzaffarabad, his bills on daily basis (In English) for all supplies duly accepted by the officer represented by contract as pre receipted by him. The supplier shall be responsible for taking all possible steps to ensure correct submission of the bills without delay.
17. Supplier will be responsible for preparation of computerized bills and provide all the stationary required for this purpose to the hospital.
18. C/Bills shall not be delayed for more than 07 days, Commandant CMH Muzaffarabad may deduct 1% of the total value of the bills per day if it is submitted late by more than 07 days.
19. Bills will be paid Through CMA Rawalpindi as per procedure in vogue.
20. Supplier will be required to pay income tax as per existing rules.
21. The contract period will be from 01 July 2024 till 30 June 2025. However the supplier will continue to supply medical store items (If required) even after this date and till finalization/Implementation of contract for the subsequent FY, on the same terms and condition as specified.
22. Billing will be done according to approved price list, Price will not be increased by contractor without Govt. notification and concerned companies voice. If at any time it is found that items are over charged he will have to return the amount over charged and will be liable to penalty as decided by Commandant CMH Muzaffarabad.
23. Pharmaceutical Company's printed retail price will be acceptable only. The accepted discount will be on the retail price printed on individual packing/bottles/strips or its outer packing. Store having any kind of tempering (Over writing, use of Balance or application of stickers) will not be accepted. The supplier will provide updated price list of medicines on monthly basis on relevant manufacturer letter heads.
24. The supplier will ensure supply of medicine, vaccine/surgical disposable items in time as and when required and ensure availability within the stipulated period as decided by the Commandant CMH Muzaffarabad.
25. Supplier is bound to store/ stock the medicine/vaccine/sera at desired temperature according to specific requirement of medicines. A fridge should be kept in store for storing medicines at required temperature.
26. The hospital can do bulk purchase out of NIV/Lifesaving allocation fund on as and when required basis for which contractor will not be having any objection.
27. If the balance medicines is not provided within the stipulated time period i.e till the evening on the same day (1900 hours), the hospital will be allowed to purchase medicine from the open market at the cost and risk of supplier. No deduction on account of sales tax/rebate will be allowed.
28. In the event of withdrawal or reduction in the number of service personnel and consequent ceasing of or reduction in demand, the supplier shall not be entitled to any compensation.
29. In case of failure of contractual obligations, if the supplier fails to supply stores in stipulated time or due to any irregularity observed or any other reasons, Commandant

CMH Muzaffarabad may terminate the contract prematurely, after approval of GHQ Med Dte, Bank guarantee in that case will be forfeited. Commandant CMH Muzaffarabad has authority to terminate the contract immediately without any notice if for any reason:-

- a. The supplier sublets whole or any portion of the contract without express written permission of Commandant CMH Muzaffarabad.
- b. If the supplier is adjudged bankrupt or insolvent or is convicted of any offence of moral turpitude.
- c. On repeated valid complaints from users regarding the quality of medicines/medical store items, delay in delivery and attitude problems after a due process.
- d. If the supplier or his agents or employees are found guilty of fraud in respect of the contract the supplier shall not be entitled to claim any compensation.
- e. It at any time during the contract it is revealed/reported regarding black listing of your firm/supplier from any source.
- f. If any partner constituent of the contractor's firm die or ceases to be a partner the legal representative of the deceased partner or surviving partner fails within a reasonable time to notify to the Commandant CMH Muzaffarabad of such death or ceasure and to obtain the approval of said Commandant CMH Muzaffarabad to a new partner to the firm as newly constituent and the later within the further week fails to sign a document acknowledge to by the term of this contract in all above events or such terminations of the contract the supplier shall not be entitled to claim any compensation from the party of the first part.
- g. If the supplier directly or indirectly promises or offers any bribe, gratuity, gift, Loan, reward of advantage, pecuniary or otherwise to any officer or person in the employment of the Government and in any way relating to such officer or persons in office or employment.

30. The contractor will also provide required medicine to Pakistan Army Civilians/ Mjd Force /MES/PMAD families reported at CMH Muzaffarabad on the same discount rate and also provided medicines to 136 Med Bn and 4 Mtn Med Bn on the same discount rate.

31. The supplier will arrange and provide the commonly used fast moving medicines as per demand on loan to CMH Muzaffarabad. The medicines supplied for this purpose must have 80% of shelf life at the time of supply. The supplier will be bound to replace the medicine of short expiry in bench stock with new medicines/disposable items have 80% shelf life without any additional charges. The supplier will recoup the indoor medicine/disposable items of the bench stock in the evening on the same day.

32. The supplier will be bound to make available at least 3 individuals including manager having officially designated financial authority during normal working hours and at least one person for arranging LP medicine round the clock at the counter. Manpower employed shall be in possession with national documents and no foreigner or Afghan origin person is permitted to be employed. The police verification and security clearance of all individuals will be carried out. Any person if not security wise cleared or found involved in any activity which is not according to military rules and regulation, will be removed from pharmacy immediately. Recruitment of any individual will not be made before submitting documents to MO I/C Medical Store and prior

permission will be sought. Contractor will be responsible for conduct & discipline of his staff member.

33. Any Clause of the contract is subject to change by President LP Committee in consultation with Commandant CMH Muzaffarabad.

34. The supplier will be responsible for security clearance of his employees. Staff employed by him shall be required to be security wise cleared. The supplier shall not employ on work /otherwise associate any person with running of the business, in any manner what so ever, who has not been security wise cleared as aforesaid. A person employed by the supplier without the security clearance as aforesaid, shall be liable to be removed from the premises by the base authorities.

35. The contractor shall pay rent on monthly basis, rate will be decided by board.

36. Bills will be submitted MO I/C Medical Store within 24 hours of supply of medicines for scrutinizing. Three copies of pre-receipt final bill will be prepared by supplier and provided to CMH Muzaffarabad for onward dispatch.

37. Bank Guarantee will be forfeited if the contractor wants to discontinue the contract. A notice 08 weeks prior to for discontinuation will be served to CMH Muzaffarabad.

38. Provision of medicines will not delayed in any case on the plea of delayed payment of bills by CMA. However, timely arrangement of funds and submission of bill will be the responsibility of CMH. Supplier shall bear any loss to the purchaser in the shape of fine or penalty imposed on purchaser by any Government. Agency, Court or any other authority on account of provision of substandard medicines.

39. Contractor will also supply medicines to indoor CNE patients as other entitled patient. Their bills will be cleared after payment to CMH Muzaffarabad by their respective organizations.

40. The Bidder has to provide the fol vital credentials, which will be evaluated during technical selection/rejection of bidders on the day of technical opening of the tender:-

- a. Valid Drug selling License of Retail Pharmacy.
- b. CNIC and Specimen Signature of any person authorized by proprietor to sign correspondence.
- c. The bidder will provide an undertaking that he/she is not black listed by any court/any Govt office, Army, navy, Or Air force on a stamp paper as following.
It is certified that firms _____ has never been black listed by any agency by the same name or any other name and also has not changed its name:-
- d. NTN Cert of the proprietor
- e. GST Registration/Sale Tax Regn Cert
- f. Professional Tax cert of AJK
- g. Bank Statement of last six months
- h. Active tax Payer list (ALT) cert (Certificate that name of the vendor is incl in the ATL list).
- i. Original Scan Copy of All Tech docus in USB for verification.

41. **Submission of Tender.** Tender quotation must be forwarded in two separate envelopes enclosing technical and financial respectively, in each envelope. Both of the offers (Technical + Financial) are to submitted as per following instructions:-

- a. **Technical Offer.** Technical bid must be closed in a separate envelope labelled as " Technical Bid" in bold format, documents fulfilling the requirements as mentioned in clause 42 below **MUST** accompany the

technical offer A USB will be submitted with scanned copies of all documents, enclosed with technical offer.

- b. **Financial Offer.** Financial bid must be enclosed in a separate envelope labelled as "Financial Bid" in bold format. The offer indicating the quoted percentage rebate from retail must be mentioned in both figures as well as in words.

Financial offer must be typed using following format:-

Name of firm /Company	Percentage of Rebate on Retail Price	
	In Figure	In words

- c. Both the envelopes i.e the one containing Financial offers and the one containing Technical offers, must be enclosed in a single larger envelope which is to be properly sealed and addressed to Commandant CMH Muzaffarabad. A USB containing all (Original) Scanned documents and financials on "Excel" will be enclosed with financial bid.

- d. The Tender containing bids of all the items dully sealed will be addressed to the following:-

**The Commandant
CMH Muzaffarabad**

- e. Technical offer without prices will be opened on the day of tender opening and will be sent for technical scrutiny after opening of technical bids. Financial offer of only those firms will be opened. Whose technical offer have been accepted by board of officers.

42. Bid Evaluation Invitation For Bidding – Daily LP Contract will be as per following criteria:- (01 Copy each)

1. Daily LP Contract to be awarded to Company/ firm/ vendor will be evaluated the fol parameters according to Technical & Financial Matrix:-

- a. Complete Tender documents
- b. Bid Money
- c. Supply Mechanism

PREQUALIFICATION, TECHNICAL & FINANCIAL EVALUATION MATRIX

Ser	Description	Criteria	Marks	Remarks
i.	Registered with SECP	Yes	10	
		No	0	
ii.	Registration with SECP	More than 5 years	10	
		3-5 Years	7/5	
		1-2 Years	1	
iii.	Registration with DGDP	Yes	10	
		No	0	
iv.	Registration with DGDP	More than 2 years	10	
		1-2 Years	5	
		Less than 1 year	2	
v.	Financial Category with DGDP	Cat A	10	
		Cat B	5	

5 | THIS DOCUMENT CONTAINS 7 PAGES, EACH EARING ROUND STAMP OF CMH MUZAFFARABAD

		Cat C	3	
		Lower than Cat C	1	
vi.	No. of Items for which Registered with DGDP	More than 500	10	
		300-500	5	
		100-300	2	
		Less than 100	1	
vii.	Geographical spread (LP Contracts Institutional)	All over Pakistan (4x Provinces)	10	
		3x Provinces	7.5	
		2x Provinces	5	
		1x Province	2.5	
viii.	Current no of independent pharmacies (both Retail and LP, JV not include)	40 and above	10	
		30-40	7.5	
		20-30	5	
		10-20	2	
		Less than 10	0	
ix.	(Pharmacy business) experience of company/firm/vendor	5 years and above	10	
		Less than 5 years	5	
		Less than 2 years	2	
		Less than 1 years	0	
x.	Organizational employment of staff	Over 500 employees	10	
		201-499 employees	05	
		Less than 200 employees	2.5	
xi.	Whether medical store products available at outlets/warehouse /virtual warehouse	Yes	Physical storage Virtual warehouse	10 5
		No		0
xii.	Warehouse facility of the company/ firm/vendor (Share details)	Held		10
		Not Held		0
				Recon to be excluded
xiii.	Whether warehouse is purpose built (Humidity and temperature control facility) or some make-shift arrangement (residential accommodation etc)	Purpose Built		10
		Make shift arrangement		0
		Residential building		-10
xiv.	Value of Inventory held at warehouse before and throughout contract period (Proof of inventory and random sample checking during series of surprise visits)	100 Mn and above		10
		50-100 Mn		5
		20-50 Mn		02
		Less than 20 Mn		0
xv.	Accumulative value of inventory held at all pharmacies throughout the year (on judicial stamp paper duly notarized by oath commissioner)	400 Mn and above		10
		200-400Mn		5
		50-200Mn		02
		Less than 50 Mn		0
xvi.	Area of Warehouse	3 Kanal and above		10
		2-3 Kanal		5
		1 Kanal		2
xvii.	Availability of cold chain (enabled)	Yes		10

	transport to ensure daily supply of demand of medical store items	No	0	
xviii.	Aval of cold storage and backup electrical supply at POS/ medical store (UPS or Generator)	Yes	10	
		No	0	
xvix.	Police verification of proprietor, qualified pharmacist and staff	Yes	10	
		No	0	
xx.	Security clearance with any defense organization (name of organization to be mentioned along with evidence)	Yes	10	
		No	0	
xxi.	Details of doing Business with Institutions during LFY (documentary prof)	Army/Navy/PAF	10	
		Federal Govt Institutions	5	
		Provincial Govt Institutions	2	
xxii.	Have the firm organization ever been blacklisted? If, so (Share details)	Yes	0	
		No	10	
xxiii.	Whether any of vendor's relative in pharmacy business got blacklisted (Share details)	Yes	0	
		No	10	
xxiv.	Any dispute / negligence or court case instituted against the company/ firm/ vendor culminating into blacklisting for certain period	Yes	0	
		No	10	
xxv.	FBR registration certificate of company/vendor/firm	Yes	10	
		No	0	
xxvi.	Registration with FBR	More than 5 years	10	
		3-5 years	5	
		1-3 years	2	
		Less than 1 year	1	
xxvii.	Direct FOS Integration with FBR	Yes	10	
		No	0	
xxviii.	Number of POS directly integrated with FBR	More than 30	20	
		20-30	10	
		10-20	5	
		Less than 10	2	
xxix.	Active tax payer list of company/ firm/vendor	Yes	10	
		No	0	
xxx.	Amount of tax paid in LFY	100 Mn and above	20	
		50-100Mn	10	
		10-50 Mn	5	
		10 Mn and less	2	
xxxi.	Salary disbursed to employees per month (Employment Generation index)	25 Mn and above	20	
		10-25 Mn	10	
		5-10Mn	5	
		Less than 5 Mn	02	
xxxii.	External audit of the company/ firm/vendor (Share details)	Yes	10	
		No	0	

xxxiv.	Provision of annual audited financial statements	3 years incl LFY	10	
		2 years incl LFY	5	
		1 Year incl LFY	2	
xxxv.	Annual (Pharmacy) turnover of company/firm/vendor	5 Bn and above	10	
		2.5 Bn to 5 Bn	5	
		Upto 2 Bn	2	
xxxvi.	Undertaking taking to produce valid copy of Drug Selling License before commencement of operations/ valid copy of drug sale license held (Copy to be produced)	Yes	10	
		No	0	
xxxvii.	Valid distribution license of the company/firm/vendor	Yes	10	
		No	0	
xxviii.	Provision of 24/7 services by the vendor company/ firm/ vendor	Less than ½ hour	10	
		½ to 2 hours	8	
		More than 2 hours	4	

EVALUATION - TECHNICAL FINANCIAL MARKING

$$\frac{\text{Score Secured} \times 100}{\text{Total Score (390)}} = \text{Percentage Secured (\%)}$$

Opening of Technical Bid for Daily Local Purchase Contract of Medicines
On 07 April 2026 for FY 2026-27 CMH Muzaffarabad

1. Name of Firm/Distributor _____
2. Address of Firm/Distributor _____
3. Date of Estb. _____
4. Name of Owner _____ CNIC No. _____ (Copy Att)
5. Father's Name _____
6. Present Address (Own) _____
7. Tel Number (Own) Landline _____ Cell. _____
8. Permanent Address _____
9. Next of Kin, Name _____ CNIC _____
10. Present Address (NO`K) _____
11. Permanent Address (NOK) _____
12. Tel Number (NOK) Landline _____ Cell. _____
13. Valid Drug Selling License No of Distributor. _____ (att copy)
14. NTN Certificate/Taxpayer Regn Cert/Distributor _____ (att copy)
15. Sales Tax Registration Certificate _____ (att copy)
16. Professional Tax Certificate AJK _____ (attch attested Photocopy)
17. Active tax Payer list (ALT) cert (Certificate that name of the vendor is incl in the ATL list).
18. Bank Name /Branch _____ /Account No _____
19. Bank Statement Attached for last 6 months (Yes/No) _____
20. Bank Guarantee Pay order/CDR) 2% of last years aloc (Yes/No) _____
21. Police Verification Certificate (Yes/No) _____
22. It is certified that my/Our Firm is not blacklisted by GHQ of Federal/Provincial /AJK Government.
23. The Cost of Rs. 5000/- for tender processing (non Refundable) in favour of CMH Mzd.
24. I accept all the terms and conditions of contract, with CMH Mzd. I certify that all the information provided by me is correct, and I understand that incorrect information can disqualify/Blacklist me.

Sign & Stamp of Bidder