

MEDICAL STORE/PHARMACY NO 1
(Opposite Canteen/Cafeteria SZH Lahore
And Adjacent to Social Welfare Office)

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

1. For the purpose of this agreement unless a contrary intention appears from the subject in the contract, the terms Pharmacy/Medical Store mean, **1 x room (18 x 12), 216 Sq feet** adjacent to Opposite Canteen/Cafeteria SZMC Lahore and Adjacent to Social Welfare Office Shaikh Zayed Medical Complex, Lahore.
 2. The bidder is required to deposit 2% of bid price in the shape of call deposit in the name of Administrator from any scheduled Bank at the time of submission of offer. No rent offer will be considered for acceptance without call deposit.
 3. The contractor will deposit security amounting to 03 (three) installments with the Administrator within 03 (three) days of the award of contract. This security will be refundable after expiry of the contract. If successful bidder fails to meet the time limit for depositing security money, he will lose contract and call deposit. The contract will be awarded to the next higher bidder if approved by the Hospital Authorities.
 4. The contract period will be 3 years (Non Extendable) from the date of award with 10% annual increase.
 5. The licensee 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 1 year 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, Shaikh Zayed Medical Complex Lahore or any other officers detailed by Administrator can check the Medicines / shelf life etc.
 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 tenancy 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.
 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.
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13. The licensee will make available all the essential drugs as per list approved by the Ministry of Health; 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 there under.
15. Any dispute concerning this agreement including interpretation of any terms of this agreement shall be referred for the decision to Chairman Shaikh Zayed Medical Complex 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.
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 100,000/ (Rupees One Lac only) per month shall be charges 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. If the contractor does not pay his utility bills, shall be pay penalty of Rs. 1000/= per day and after 30 days utilities like electricity / Gas etc shall be disconnected.
22. On expiry of the contract, all facilities i.e electricity, Gas etc shall be disconnected.
23. The licensee shall pay all rates, taxes and assessments whatsoever payable or hereafter to become payable to the Federal, Provincial Govt. L.M.C or L.D.A in respect at the said Medical Store.
24. The 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 Administration and will be kept in Estate office for record.
25. The licensee shall also be responsible to make conservancy arrangements.
26. The licensee shall be directly responsible for all claims, which may be made by customers of any loss and damage etc.
27. The licensee shall not sublet assign or transfer the privilege under this licensee or the room and land or any portion thereof.

28. The 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, Shaikh Zayed Medical Complex, Lahore against all losses and claims for damages arising directly or indirectly through any failure or omission to complaint with the requirements of the said status.
29. The 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.
30. In the event of the earlier termination, this agreement all payment made by the licensee to the Shaikh Zayed Medical Complex, Lahore Administrator in terms of the agreement and the security deposit mentioned there before shall move no claim whatsoever against the Institute.
31. On the expiry of earlier termination of this agreement, the licensee shall forthwith remove his belongings and restore the said Medical Store in the original condition without any objection, opposition of delay.
32. Except as otherwise provided, a verbal or written engagement abandoning, varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the SZMC, Lahore Administration until and unless the same is endorsed on this agreement or incorporated in another formal designed by the parties here to and till then the SZMC, Lahore Administration shall have the right to repudiate such arrangement.
33. In this agreement unless a different intention appears from subject of the context the terms Hospital's Administration shall include besides the Chairman, the Administrator of the Hospital and other officers of the SZMC who may be duly authorized thereto.
34. Without prejudice to the rights of the Institute, Administrator reserves under the clauses mentioned above, the licensee shall pay a penalty which may extend to Rs 10000/- for each complaint of charging more than the prescribed rates, or incivility to public or any other complaint. The decision of the Administrator shall be final and binding on the licensee.
35. The cost of stamp paper on this agreement shall be born by the licensee.
36. 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 licensee shall be bound to carry out the work till final decision is communicated by the Administrator Shaikh Zayed Medical Complex, Lahore. Then the security deposit shall not be refunded.
37. The contract money of rent will be deposited on due date every month in advance in case the contractor fail to deposit on due date, he will pay a penalty of Rs 500/- per day.

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

a) **TECHNICAL BID.**

<u>Category</u>	<u>Description</u>	<u>Points</u>	
	1. 20 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	Mandatory	
	5. Drug Sale License valid for next 3 (three) Years.	Mandatory	
	6. Submission of undertaking on legal Valid and attested stamp paper that the Firm is not blacklisted and not involved In litigation with any of Provincial or Federal Government / Punjab Government Department, Agency, Organization or Autonomous body any where in Pakistan In case involved in any litigation process proof of dispute resolution is required.	Mandatory	
	7. In full compliance of the Execution Schedule and delivery Period Mentioned In tender document(Undertaking of same On legal stamp paper	Mandatory	
	8. Compliance to the services required Under clause 5, 6 & 7 of terms & Conditions.	Mandatory	
	9. Financial position / Bank Statement,	Mandatory	
	10. Photo copy of National Identity Card, Residential Office address along with Telephone Numbers.	Mandatory	
	11. Professional tax payment certificate	Mandatory	
Market Presence	1. 20 branches /Outlet	30 Points	
	2. Maximum five Years of establishment	05 points.	
Financial Strength Experience	Worth of Project of similar nature (verifiable through relevant Purchase Order/ Contract Last three years (Max Point -20)	31-35 million	05 points
		36-4- million	10 points
		41-45 million	15 points
		46 million or above	20 points
	Average Annual revenue of last three years (Max point - 20)	51-60 million	05 points
	61-70 million	10 points	
	71-80 million	15 points	
	81 million & above	20 points	
	ISO Certificate (Max Points 5)	05 points	
Human Resources Professionals	Qualified Pharmacist to be provided (Max point- 20)	M-Pharmacy Qual	07 point
		B-Pharmacy Qual	05 point

Max Marks: 100.

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 c heck list for above requirements in their bid.

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b). **FINANCIAL BID**

- (1). Contract money of rent.
 - (2). Minimum accepted discount on drugs is 15% for local Companies and 6% for imported companies on Retail Prices.
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39. The bidder must fulfill all the Pharmacy requirement, as per Drug act 1976 DRAP rules during currency of contract.
 40. If the contractor violated 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 will cancel the contract without giving any Notice and the decision will not be challenged, in any legal forum. Security deposited will not be refunded.
 41. The Licensee has no right to file / submit any type of application / petition / suit / case in any police station or competent court of law to obtain "Stay Order" against any action to safe the time of administration.
 42. The contractor only be allowed to operate one out-let in this hospital.
 43. Estate Officer will be informed about deputed staff in Pharmacy with photo copies of CNIC during currency of contract.
 44. The Administrator reserves the right to reject any or all offers as per PPRA Rules 2004 (amended).

ADMINISTRATOR

