

TERMS AND CONDITIONS DAILY – LP CONTRACT FY 2026-27 CMH NSR / CMH CHT

1. The bid shall comprise of "DOUBLE ENVELOPS" containing separate " FIN PROPOSAL" and the "TECH PROPOSAL".
2. The envelopes shall be marked as " FIN PROPOSAL" and "TECH PROPOSAL" along with the name of the participating firms / supplier / distributor in bold and legible letters to avoid confusion.
3. Initially, only the envelope marked "TECH Proposal" shall be opened by BOO in the presence of participating firms/ suppliers.
4. The second party will provide bank guarantee to the total of **2% of last year's total alloc** of the hosp.
5. The contractor agrees to supply the daily local purchase demand of medical stores items **(including life saving drugs, vaccine, Medical disposable items, laboratory kits or any other item of patient care value etc) of CMH Nowshera / CMH Cherat at offered discount** on the maximum retail prices, he will also supply the not available items on same rebate as mentioned in the quotation.
6. The contractor will render an affidavit on judicial stamp paper effect that he is neither defaulter of any bank or any other financial institution nor is he black listed or / and security wise un cleared by GHQ and other security agencies.
7. The contractor shall be in possession of a **valid Drug license** issued by the Ministry of Health Government of Pakistan.
8. The contractor shall be responsible for **security clearance of his Firm / Coy** and staff as per rules and regulations laid down by GHQ. Contractor will provide the list of all the employees of the pharmacy by 15th June 2026 to CMH Nowshera / CMH Cherat. Written prior permission from the Commandant will be mandatory to change any employee.
9. The contractor will be responsible for enrolment of pharmacy qualified staff at the pharmacy and will ensure their conduct and discipline for smooth functioning of the hospital. The pharmacy staff will not be visiting any hospital wards or contact hospital staff. JCO I/C Medical Store or LP NCO shall be contacted in case of any requirement.
10. Supplier will be required to pay all taxes including **18% GST** as per existing rules for medicine supplies.
11. A representative from contractor will be available at pharmacy for arranging LP medicine 24/7.
12. The supplier and his employees will adhere to orders/instructions and rules that may be issued from time to time by the hospital administration during the period of the contract. Social and moral values will be given due care while dealing with the clientele. If any of the pharmacy staff found to be involved in any illegal, social activity he will be removed permanently from the pharmacy. No weapon or unauthorized item will be kept in the pharmacy.
13. If provided with the building for pharmacy, supplier will ensure timely payment of bills rent, gas, electricity etc to MES as per existing rules and regulations. No alternation or modification in the pharmacy building will be allowed without the prior written permission of the Commandant CMH Nowshera / CMH Cherat. However the contractor will be responsible for renovation/maintenance of the pharmacy at own expenses after the Commandant's approval. As the result of this renovation / maintenance of the pharmacy, nothing will be disturbed at the termination of the contract without prior permission from the Commandant.

14. Supplier will provide price list of all drugs and surgical expendables, affixed by the Govt or the manufactures to Medical Officer Incharge Medical Store and will update the price list on quarterly basis.
15. The contractor will provide only genuine prescribed drugs as demanded and no substitute will be accepted. Hosp will only accept genuine medicines. No Physician samples / fake medicines / franchise medicines & expired drugs will be provided or kept at pharmacy store. The contractor will record source of purchase/supply of all items with undertaking of authenticity of the product and is bound to produce the same to Commandant Combined Military Hospital Nowshera / Combined Military Hospital Cherat on demand or when required.
16. Medicines will not be accepted or kept at pharmacy from pharmaceutical companies which are not registered with the Ministry of Health Pakistan.
17. The supplier shall bear any loss to the purchaser in shape of fine / penalty imposed on the purchaser by any Government Department / Court / Authority on account of substandard provision/supply of medicines/items.
18. The supplier will ensure availability of all the routinely used and emergency medical stores in sufficient quantity. Demand of such items will be provided by Medical Officer I/C Medical Store.
19. Medicines provided to patients must have at least 60% of labeled life at the time of supply.
20. Bulk purchase of Final NA (PVMS) and NIV is not part of daily LP contract.
21. In case the supplier fails to supply the medical store item during emergency, due to any reason, **the subject store will then be purchased by the hospital with the risk money of the supplier.** The full cost incurred on the medial store items and transport will be refunded by the supplier to medical store LP NCO duly countersigned by MO I/C Medical store.
22. **Token money** for risk purchases of medical store items, amounting to rupees 250,000/- only will be deposited by the supplier to Account Office CMH Nowshera / CMH Cherat within one week of new contract.
23. All drugs / vaccines/sera will be stored according to the international standards of drugs storage or as advised by the manufacturer till the time of delivery to the First Party.
24. **Demand of indoor medical store items will be handed over to the LP NCO Medical Store before 1700 hrs and provision of all medical store items will be ensured till 2000 hrs on same day.** Balance medical store will be delivered in the evening by 2100 hrs the same day through medical store. The contractor will supply the agreed medicine/ medical store items with the same brand and same strength/potency and will not supply the alternate at his own discretion. **Violation of the Clause will entail a penalty up to Rs. 10000/- per item.**
25. **Emergency medical stores** will be provided within 1-2 hours as and when demanded round the clock.
26. The contractor will present his bills (and their summaries) for all medicines/medical store items purchased on a daily basis, for verification by the hospital authorities. He will present these bills on the next working day. After receiving the verified summaries from the hospital, he will prepare his final bill on a fortnightly basis, and present the same to the hospital authorities, for scrutiny by the purchaser. No bill will be processed for payment to the contractor without scrutiny for its correction by the purchaser. Failing to provide the bills for verification will delay the processing of bills for payment to the contractor. In that case contractor will be responsible for all consequences. The contractor will carry out billing according to the approved price list. If at any time, it is detected that certain items were over charged, over charged amount will be detected

from the contractor's bill. Moreover, the purchaser will have the right to impose a fine of Rs.10000/- per over charged items.

27. When daily outdoor medicine is declared NA (not available) by contractor, a balance chit will be issued and same medicine will be provided in the evening (2000 hours) same day. Report on balance chits will be submitted to Medical Officer Incharge Med Store next morning. However balancing should be reduced to minimum.
28. Hospital may carry out drug testing of the medial stores supplied, through random sampling. The cost of the drugs testing if any will be borne by the supplier.
29. Supplier is bound to provide medical stores procured from bonafide and authorized distributors/manufacturers, CMH Nowshera / CMH Cherat. 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.
30. Violation / deviation of any one of the terms and conditions mentioned in this agreement will lead to termination of contract with forfeiture of bank guarantee.
31. In case, if any amendment is required to be included in the already made agreement, the amendment or addition of any clause will be made with the consent of both the parties.
32. Subletting of contract is not permitted.
33. **If required, the supplier will continue to supply the medical stores, till the conclusion of contract for the next Financial Year, on the same terms and conditions after 30 Jun 2027.**
34. Any conflict or dispute between First and Second Party will not be taken to the Civil Court rather the Station HQ Nowshera will be called in as Arbitrator for settlement of such issues and its decision will be final.
35. Both the parties can terminate this agreement by giving 60 days prior notice in writing. However, the second party will be bound to provide medical stores to the hospital as per contract deed, till the time new supplier is contracted and has taken over the charge.
36. The contractor must have a qualified Pharmacist included in the permanent staff of CMH Nowshera / CMH Cherat Pharmacy and will ensure that pharmacist remains available at the pharmacy during working hours.
37. The supplier should have a running retail store in Nowshera Cantt.
38. In case of any untoward crises situation the matter will be dealt with prudently and the Commandant's decision will be taken as final in this regards.
39. Supplier is bound to provide medical stores to all by bill patients of CMH Nowshera / CMH Cherat.
40. The new supplier will clear the pending bills of the previous supplier during the gape period from termination of previous contract and finalization of this contract.
41. The supplier hereby acknowledges that he has made himself duly acquainted with all the conditions and circumstances under which the services have to be rendered and to be performed under the contract or will have to be made or furnished and with all the terms, clauses, conditions, specifications, rules/regulations, tax liabilities and other details of the contract and the supplier shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of work or services rendered by the supplier or to evade any of his obligation under the contract.

FOLLOWING DOCUMENTS SHOULD BE REQUIRED IN TECHNICAL BID- DAILY LP
CONTRACT CMH NSR / CMH CHT FY 2026-27

Ser	Description	Criteria	Remarks
1.	Registered with SECP	Yes	
		No	
2.	Registration with SECP	More than 5 years	
		3-5 Years	
		2-3 Years	
		1-2 Years	
		Less than 1 Year	
3.	Registration with DGDP	Yes	
		No	
4.	Registration with DGDP	More than 2 Years	
		1-2 Years	
		Less than 1 Year	
5.	Financial Category with DGDP	Cat A	
		Cat B	
		Cat C	
		Lower than Cat C	
6.	No of items for which Registered with DGDP	More than 500	
		300-500	
		100-300	
		Less than 100	
7.	Geographical spread	All over Pakistan (4x Provinces)	
		3x Provinces	
		2x Provinces	
		1x Province	
8.	Current no of Independent Pharmacies (Both Retail and LP, JV not included)	40 and above	
		30-40	
		20-30	
		10-20	
		Less than 10	
9.	(Pharmacy business) experience of the company/ firm/ vendor	5 Years and above	
		Less than 5 years	
		Less than 2 years	
		Less than 1 year	
10.	Organizational employment of staff	More than 500 employees	

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Ser	Description	Criteria	Remarks
	(Account numbers as proof)	300-500 employees	
		100-300 employees	
		Less than 100	
11.	Whether medical store products are available at outlets/ warehouse/ virtual warehouse	Yes Physical Storage Virtual Warehouse	
		No	
	Warehouse facility of the company/ firm/ vendor (share details)	Held	
		Not Held	
12.	Whether warehouse is purpose built (Humidity and temperature control facility) or some make shift arrangement (residential accommodation etc)	Purpose Built	
		Make shift arrangement	
		Residential building	
13.	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	
		50-100 Mn	
		20-50 Mn	
		Less than 200 Mn	
14.	Accumulative value of Inventory held at all pharmacies throughout the year (On judicial stamp paper duly notarized by Oath Commissioner)	400 Mn and above	
		200-400 Mn	
		50-200 Mn	
		Less than 50 Mn	
15.	Area of Warehouse	3 Kanal and above	
		2-3 Kanal	
		1 Kanal	
16.	Availability of cold chain enabled transport to ensure daily supply of demand of medical store items	Yes	
		No	
17.	Aval of cold storage and backup electrical supply at POS/ medical store (UPS or Generator)	Yes	
		No	
18.	Police verification of proprietor, qualified pharmacist and staff	Yes	
		No	
19.	Security clearance with any defense organization (name of organization to be mentioned along with evidence)	Yes	
		No	
20.	Details of doing Business with Institutions during LFY	Army/ Navy/ PAF	
		Federal Govt Institutions	

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Ser	Description	Criteria	Remarks
	(Documentary proof)	Provisional Govt Institutions	
21.	Has the firm/ organization ever been blacklisted? If, so (Share details)	Yes	
		No	
22.	Whether any of vendor's relative in pharmacy business got blacklisted (Share details)	Yes	
		No	
23.	Any dispute/ negligence or court case instituted against the company/ firm/ vendor culminating into blacklisting for certain period	Yes	
		No	
24.	FBR registration certificate of company/ firm/ vendor	Yes	
		No	
25.	Registration with FBR	More than 5 Years	
		3-5 Years	
		1-3 Years	
		Less than 1 Year	
26.	Direct POS integration with FBR	Yes	
		No	
27.	Number of POS directly integrated with FBR	More than 30	
		20 -30	
		10 - 20	
		Less than 10	
28.	Active tax payer list of company/ vendor/ firm	Yes	
		No	
29.	Amount of tax paid in LFY	100 Mn and above	
		50 -100 Mn	
		10 - 50 Mn	
		10 Mn and less	
30.	Salary disbursed to employees per month (Employment Generation Index)	25 Mn and above	
		10 - 25 Mn	
		5 - 10 Mn	
		Less than 5 Mn	
31.	External audit of the company/ firm/ vendor (share details)	Yes	
		No	
32.	Provision of annual audited financial statements	3 years incl LFY	
		2 years incl LFY	
		1 year incl LFY	
33.	Annual (Pharmacy turnover of company/ firm/ vender	5 Bn and above	
		2.5 Bn - 5 Bn	
		Upto 2 Bn	
34.	Undertaking to produce valid copy	Yes	

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Ser	Description	Criteria	Remarks
	of Drug Selling License before commencement of operations/ valid copy of drug sale license held (copy to be produced)	No	
35.	Valid distribution license of the company/ firm/ vendor	Yes No	
36.	Provision of 24/7 emergent services by the company/ firm/ vendor	Less than 1/2 hour 1/2 to 2 hours More than 2 hours	

Note: Please (√) the relevant row of against each, Affidavit and documentary proof is also required of above mentioned points with tender documents.