

**44 MEDICAL BATTALION  
BIDDING DOCUMENT FOR  
LOCAL PURCHASE OF MEDICAL STORE ITEMS CONTRACT  
(FINANCIAL YEAR 2026-2027)**

**Contents of Bidding Documents**

Following documents are provided in these bidding documents.

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## Bidding Documents – Daily LP of Medical Store Items Contract FY 2026-2027

### CHECK LIST

Please mark “✓” means the required document(s) has/ have been attached, “x” means the required document(s) has/ have not been attached in the relevant column against each item of checklist.

**The provision of this checklist is essential prerequisite along with submission of tenders.**

Ser	Detail	Yes/ No	Page no
1.	Original receipt of purchase of tender		
2.	Technical Bid Form		
3.	Financial Bid Form		
4.	Bid security (Rs. 50,000/-)		
5.	Company profile including name of managerial staff (name, address, tel no etc.)		
6.	Valid Drug selling license (Signature auth visible)		
7.	Valid Sales Tax Regn Certificate		
8.	Valid professional Tax Certificate along with Challan Receipt		
9.	Valid National Tax Number (NTN / Taxpayer regn) Certificate		
10.	Fresh Active Taxpayer List (ATL) Cert (Cert that name of the vender is present in the ATL List)		
11.	Photocopy of Valid CNIC		
12.	Bank Statement / Balance sheet of the contractor for last one year		
13.	Valid Fresh Police Verification of contractor		
14.	Acceptance of terms and conditions of tender documents duly signed and stamped on letter head		
15.	2 passport size photographs of the supplier/ contractor		
16.	Valid FBR Registration Certificate		
17.	Detail of technical qualified staff to be provided		
18.	Last 3 years audit inspection report		
19.	An affidavit on stamp paper of Rs.100/- that the firm shall provide Medical Store Items according to the Drug Act 1976 & Government Rules / DRAP ACT 2012, Policy throughout the contract period.		
20.	Affidavit on stamp papers of Rs. 100/- that the firm / supplier has never been blacklisted on any grounds whatsoever, by any Government / autonomous institution. (Original)		
21.	Valid Income Tax Certificate		

### INVITATION TO BIDS

# Bidding Documents – Daily LP of Medical Store Items Contract FY 2026-2027

## 44 MEDICAL BATTALION

### **DAILY LOCAL PURCHASE OF MEDICINES CONTRACT FINANCIAL YEAR 2026-2027**

**Reference our Tender Notice in Balochistan Times and Mashriq, Karachi dated 04 Mar 2026.**

44 Medical Battalion invites sealed bids/tenders from registered Pharmacies / Chemists / Druggists for the supply of Local Purchase of Medical Store Items for the Year 2026-27. Interested bidders may get the bidding documents from the Med Store Staff of this office on submission of written application on their letter head alongwith payment of non-refundable fee of Rs. 5,000/- (Five Thousand only) during working hours as per following notified schedule.

<b>Place of submission:</b>	Office of Medical Stores Officer in Charge, 44 Medical Battalion Gwadar.
<b>Date &amp; Time of submission of tender/bid:</b>	26 March 2026 is on or before 1030 hrs
<b>Date &amp; time of opening of tender/bid:</b>	27 March at 1100 hrs
<b>Place of tender/ bid opening:</b>	Conference Room, 44 Medical Battalion Gwadar
<b>Contact Phone Number:</b>	0331-5589974 , 0300-4065372

**INSTRUCTIONS TO BIDDERS**

1. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
2. 44 Medical Battalion intends to conclude the framework contract for the supply of local purchase of Medical Store Items on day to day basis & on Free Delivery to Consignee's end basis directly to 44 Medical Battalion.
3. **Source of Funds:** SSD (south) allocates funds for purchase of medical store items to the individual institutions under their relevant Head of Account which will be utilized by 44 Medical Battalion for the local purchase of medical store items during the financial year 2026-2027.
4. **Eligible bidders:** This Invitation for Bids is open to all registered Pharmacies/ Chemists/ Druggists. The bidder must possess a valid retail drugs sale license issued by the competent authority in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
5. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

**THE BIDDING PROCEDURE AS PER PPRA INSTR**

6. **Single stage – two envelope procedure** as per PPRA Rule 36 (b) (i-ix) shall be applied:
  - a. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately, the financial proposal and the technical proposal.
  - b. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion.
  - c. Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened.
  - d. The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened.
  - e. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
  - f. During the technical evaluation no amendments in the technical proposal shall be permitted.
  - g. The financial proposal of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
  - h. After the evaluation and approval of the technical proposal the procuring agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
  - i. The bid found to be the most advantageous bid shall be accepted.
7. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the

## Bidding Documents – Daily LP of Medical Store Items Contract FY 2026-2027

bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.

**8. Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

### **PREPARATION OF BIDS**

**9. Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**10. Technical Bid:** The Technical bid shall comprise the following components:

a.	Receipt of purchase of tender (Original).
b.	Technical Bid Form (Original)
c.	Financial Bid Form (Original)
d.	Bid security Rs. 50,000/- (Original)
e.	Company profile including name of managerial staff (name, address, tel no etc.)
f.	<b>Valid Drug selling license (Signature auth visible)</b>
g.	<b>Valid Sales Tax Regn Certificate</b>
h.	<b>Valid professional Tax Certificate along with Challan Receipt</b>
i.	<b>Valid National Tax Number (NTN / Taxpayer regn) Certificate</b>
j.	<b>Fresh Active Taxpayer List (ATL) Cert (Cert that name of the vender is present in the ATL List)</b>
k.	<b>Photocopy of Valid CNIC</b>
l.	Bank Statement / Balance sheet of the contractor for last one year (Original). The minimum financial worth is Rs. 5 million. Financially sound party with excellent business record will be preferred
m.	<b>Valid Fresh Police Verification of contractor</b>
n.	Acceptance of terms and conditions of tender documents duly signed and stamped on letter head
o.	2 passport size photographs of the supplier/ contractor
p.	Valid FBR Registration Certificate
q.	Detail of technical qualified staff to be provided
r.	Last 3 years audit inspection report
s.	An affidavit on stamp paper of Rs.100/- that the firm shall provide Medical Store Items according to the Drug Act 1976 & Government Rules / DRAP ACT 2012, Policy throughout the contract period.
t.	Affidavit on stamp papers of Rs. 100/- that the firm / supplier has never been blacklisted on any grounds whatsoever, by any Government / autonomous institution. (Original)
u.	Proof company / firm registered with Ministry of Health Government of Pakistan.

**Note: All above mentioned documents in original will be brought for seen at the time of opening the tender.**

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### 11. Financial Quotation

- a. The financial bid will contain only single paper i.e. financial bid form already provided in bidding documents. The bidder shall indicate on the financial bid form, the discount rate on retail price of all medical store (Medical supplies) items it proposes to supply under the Contract.
- b. Financial Bid Form is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed.
- c. The bidder is required to offer competitive discount price. All discount prices must include all the applicable taxes and duties. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the taxes shall be passed on to the Procuring Agency.
- d. Conditional offer shall be considered as non-responsive bidder.

### 12. Format and Signing of Bid:

- a. The bidders must provide all documents in the same sequence as mentioned in Clause 10 and 11 of Instructions to Bidders, and duly tagged/ flagged in appropriate folder.
- b. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.
- c. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

13. **Bid currencies:** Discount Prices shall be quoted in Pak Rupees.

14. **Bid Security:** The bidder shall furnish **fixed bid security (Rs.50,000/-)** in the shape of Call Deposit Receipt (CDR) issued by any scheduled bank of Pakistan in the name of CO 44 Medical Battalion as part of technical offer.

### 15. Bid Validity:

- a. Bids shall remain valid for the period of **One year (12 Months)** after the date of opening of Bid, prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.
- b. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- c. Bidders who,-
  - (1) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - (2) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

### SUBMISSION OF BIDS

### 16. Sealing and Marking of Bids

- a. The envelope shall be delivered to the Procuring Agency in an appropriately sealed condition.

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- b. The bid is to be addressed to the Procuring Agency at the address given in the Invitation to Bids.
- c. The envelope will bear the name and address of bidder on back side.
- d. If the envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening and shall be rejected forthwith.

**17. Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**18. Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.

**19. Withdrawal of Bids:** The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

### **OPENING AND EVALUATION OF BIDS**

#### **20. Opening of Bids**

- a. The Procuring Agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing the attendance.
- b. The bidders' names, and other details such as presence or absence of requisite bid security, discount rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of bids. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.
- c. The Procuring Agency shall prepare minutes of the bids opening.

**21. Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the discount rates offered or substance of the bid shall be sought, offered, or permitted.

#### **22. Preliminary Examination**

- a. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b. If there is a discrepancy between words and figures in Financial Bid, the amount in words shall prevail.
- c. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

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- d. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Law, Drugs Act, Taxes & Duties shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- e. If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.

**23. Evaluation & Comparison of Bids:**

- a. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- b. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports (if conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- c. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.

**24.** A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**25. Evaluation Criteria:**

- a. For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration.
- b. The following merit point system for weighing evaluation factors/criteria will be applied for the **TECHNICAL PROPOSALS**. Full marks in each field will be awarded to bidder showing proof of highest experience/ financial standing etc. Rest of the bidders will be given marks according to their relative standing.

### PRE QUALIFICATION MATRIX

Ser	Description	Criteria	Remarks
1)	Registered with SECP (Securities & exchange commission)	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	

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4)	Registration with DGDP	More than 2 year	
		1-2 year	
		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 Provisions)	
		3x Provisions	
		2x Provisions	
		1x Provisions	
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 / vender	5 year and above	
		Less than 5 years	
		Less than 2 years	
		Less than 1 years	
10)	Organization employment of staff (Account number as proof)	More than 500 employees	
		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	
12)	Warehouse Facility of the company/firm/vender (Share Details)	Held	Recom to be excluded
		Not Held	
13)	Whether warehouse is purpose built (Humidity and temperature control facility) or some make shift arrangement (residential accommodation	Purpose Built	
		Make shift arrangement	

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	etc)	Residential building	
14)	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 20 Mn	
15)	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	
16)	Area of warehouse	3 Kanal and above	
		2-3 Kanal	
		1 Kanal	
17)	Available of cold chain enabled transport to ensure daily supply of demand of medical store items	Yes	
		No	
18)	Aval of cold storage and backup electrical supply at POS/medical store (UPS or Generator)	Yes	
		No	
19)	Police verification of proprietor, qualified pharmacist and staff	Yes	
		No	
20)	Security clearance with any defense organization (name of organization to be mentioned along with evidence)	Yes	
		No	
21)	Details o of doing Business with Institutions during LFY (Documentary proof)	Army/Navy/PAF	
		Federal Govt Institutions	
		Provincial Govt Institutions	
22)	Has the firm/organization ever been blacklisted? If, so (Share details)	Yes	
		No	
23)	Whether any of vendor's relative in pharmacy business got blacklisted (Share details)	Yes	
		No	
24)	Any dispute/negligence or court case institute against the company/firm/vender culminating	Yes	

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	into blacklisting for certain period	No	
25)	FBR registration certificate of company/firm/vendor	Yes	
		No	
26)	Registration with FBR	More than 5 years	
		3-5 years	
		1-3 years	
		Less than 1 year	
27)	Direct POS integration with FBR	Yes	
		No	
28)	Number of POS integration with FBR	More than 30	
		20-30	
		10-20	
		Less than 10	
29)	Active tax payer list company/firm/vendor	Yes	
		No	
30)	Amount of tax paid in LFY	100 Mn and above	
		50-100 Mn	
		10-50 Mn	
		10 Mn and less	
31)	Salary disbursed to employees per month (Employment Generation Index)	25 Mn and above	
		10-25 Mn	
		5-10 Mn	
		Less than 5 Mn	
32)	External audit of the company/firm/vendor (Share details)	Yes	
		No	
33)	Provision of annual audited financial statements	3 years including LFY	
		2 years including LFY	
		1 years including LFY	
34)	Annual (Pharmacy) turnover of company/firm/vendor	5 Bn and above	
		2.5 - 5 Bn	
		Up to 2 Bn	
35)	Undertaking to produce valid copy of Drug Selling License before commencement of operations/valid copy of drug sale license held (Copy to be produced)	Yes	
		No	
36)	Valid distribution license of the company/firm/vendor	Yes	
		No	
37)	Provision of 24/7 emergent services by the company/firm/vendor	Less than ½ hour	
		½ - 2 hours	
		More than 2 hours	

**26. Contacting the Procuring Agency:** No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

**27. Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at anytime, that the information submitted by firm was false and materially inaccurate or incomplete.

**28. Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

**29. Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under PPRARules-2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

### AWARD OF CONTRACT

#### **30. Acceptance of Bid and Award criteria**

The bidder offering maximum discount rates on retail price of all medicines/disposable items, if not in conflict with any other law, rules, regulations or policy of the Federal Government or GHQ Medical Directorate, shall be awarded the Contract, within the original or extended period of bid validity.

#### **31. Limitations on negotiations**

Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details. As guidance only, negotiations may normally relate to the following areas:

- a. Minor amendments to the Special Conditions of Contract
  - b. Mobilization arrangements
  - c. The proposed methodology or staffing
  - d. Inputs required from the procuring agency clarifying details that were not apparent or could not be finalized at the time of bidding
- Negotiations shall not be used to:
- a. Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods
  - b. Substantially alter the terms and conditions of Contract
  - c. Alter discount rates offered.
  - d. Substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.

#### **32. Signing of Contract**

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- a. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.
- b. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper worth Rs. 100/-. Thereafter, necessary security clearance will be obtained from concerned authorities. The contract along with other documents will be sent for approval of Surgeon General of Pakistan Army.
- c. If the successful bidder fails to provide required documents within 7 days of announcement of result of bidding, then case may be initiated (at procuring agency's discretion) to concerned authorities for blacklisting of the firm, in addition to forfeiture of bid security. In such situation, the Procuring Agency may make the award to the next highest bidder or call for new bids.

### **33. Performance Guaranty/ Security**

- a. On the date of signing of Contract, the successful bidder shall furnish the Performance Guaranty / Security (2% of last financial year daily LP expense) in accordance with the Conditions of Contract.
- b. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security.

### **34. Corrupt or Fraudulent Practices**

- a. The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:
  - b. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
  - c. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
  - d. The Procuring Agency shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
  - e. The Procuring Agency may take up case with concerned authorities to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract; onus of proof will be on the firm.

## TERMS AND CONDITIONS OF DAILY LOCAL PURCHASE CONTRACT

1. The second party will provide bank guarantee to the tune of 2% of last years alloc of LP of the hospital in the form of Call Deposit Receipt (CDR) in the name of CO 44 medical Battalion Gwader.
2. The second party will render an affidavit on a judicial stamp paper to the effect that he is neither defaulter of any bank or any other financial institution nor is he blacklisted and security wise **NOT CLEARED** by GHQ and other security agencies.
3. The second party should be in possession of the valid Drug selling license issued by the Ministry of Health Government of Pakistan / DRAP.
4. The second party shall be responsible for security clearance of the Firm/Coy and staff as per rules and regulations laid down by GHQ.
5. The second party will ensure the availability of adequate and qualified staff in the pharmacy including a qualified pharmacist for quick/efficient delivery of medical store items for the patients, keeping in view the work load of the pharmacy.
6. The second party will be liable to pay all taxes as per existing rules and produces, valid FBR Cert, Sales Tax Cert and NTN Cert to the first party.
7. A rep of second party will be available for arranging LP medical store items round the clock as per defined timelines. Any delay will auth first party for procurement of medical store items on RE and impose financial / disciplinary action against second party.
  - a. **JIT medicines - 6 hrs**
  - b. **Emergency medicines - 2-3 hrs**
8. In case second party fails / defaults to fulfill contractual obligations, first party will reserve the right to forfeiture 2% Bank Guarantee and recommend black listing of firm for doing any further contracting with Govt institution.
9. The second party will ensure to make his employees and himself to conform with the orders, instructions and rules that may be issued from time to time by the hospital administration during the period of the contract.
10. The second party will ensure timely payment of bills of rent, gas, electricity etc to MES as per existing rules and regulations.
11. The second party will provide separate price lists of all drugs, surgical appliances / disposables, affixed by the Govt or the manufacturer to Medical Officer Incharge Medical Store.
12. The second party will ensure that complete inventory of medicines as per approved LP list by Med Dte / hospital is kept in pharmacy and are issued to patients as per prescription and no alternate medicines are issued causing patient dissatisfaction.
13. Medicines will not be accepted from pharmaceutical companies which are not registered with Ministry of Health Pakistan / DRAP.
14. Medicines labeled as Physician's Sample will not be accepted as genuine supply.
15. The second party shall bear any loss to the first party in the shape of fine or penalty imposed on purchase by any Government Department/ Court/ Authority on account of substandard provision / supply of medicines.
16. The second party will ensure availability of emergency medical stores in sufficient quantity, list of such items will be provided by MO I/C medical store.

## Bidding Documents – Daily LP of Medical Store Items Contract FY 2026-2027

17. Medicines must have at least 60% of shelf life at the time of supply. Medicines having less than 6 x months expiry will be replaced by second party within 48 hrs.
18. Purchase of CP medicines will not form part of daily LP contract. However, if central procurement (CP) instl is not sup Commandant will render a cert confirm the same and seek prior approval of Med Dte for purchase through Daily LP.
19. In case the second party fails to supply the medical store item during emergency, due to any reason, the subject store will then be purchased by the hospital at the risk of second party. The full cost incurred on the medical store items and transport will be refunded by the second party on provision of proper cash memo duly countersigned by MO I/C medical store.
20. Token money of risk purchase of medical store items, amounting to Rs. 50000/- will be deposited by the second party in the Account Office of 44 Medical Battalion.
21. All drugs/ vaccine/ sera will be stored / transported according to the international standards or as req by the first party till the time of delivery to the first party.
22. Any damage / loss to the medicines and medical stores due to improper storage and transportation will be borne by second party and will arrange replacement at own expense.
23. The second party shall be responsible for any audit objections pertaining to Daily LP bills, contract documents, rate of LP medical store items and applicable taxes along with its receipt as per the rule.
24. The indoor demand of medical store items will be handed over to the first party before 1100 hrs on the same day. Balance medical stores will be delivered in the evening by 1500 hrs the same day through medical store.
25. Outdoor balance medicines will be delivered by 1800 hrs on same day and zero tolerance policy on balance medicines.
26. The second party will provide computer generated daily summary of expensed medical stores purchased on the same/ next day for cross checking by hospital medical store and will submit the final bill after receiving the verified summaries from med store staff on fortnightly basis. The Daily LP Contractor will be bound to use recommended software.
27. Preparation of bills/ documents regarding LP medical stores will be the responsibility of the Second Party. C/Bills against delivered medicines will be deposited in CMA and payment to second party shall be made from CMA Kci concerned.
28. Hospital may carry out drug testing of the medical stores supplied, through random sampling from accredited drug testing lab. The cost of the drug testing if any will be borne by the second party.
29. Second party is bound to provide medical stores procured from registered and authorized distributors/ manufacturers. Substandard/ alternate bands will not be accepted and will be liable to punitive action by first party.
30. 44 Medical Battalion reserves the right to inspect the physical stock of medical stores supplied for expiry/ quality. Whenever asked, second party is bound to provide the proof of source of supply to the first party.
31. 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.
32. 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.
33. Subletting of contract is NOT permitted.
34. If required, the second party will continue to supply the medical stores, till the conclusion of contract for the next Financial Year, on the same terms and conditions of the running contract (to be expired on 30 Jun 2027).

## Bidding Documents – Daily LP of Medical Store Items Contract FY 2026-2027

35. Both the parties may terminate the 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 dead, till the time new supplier is contracted and has taken over the charge.

36. Any conflict or dispute between First and Second Party, the final arbitration authority will be the **Surg Gen/DGMS (IS)**. His decision would be final / an obligation on both parties and will not be challenged in any **Court of Law**.

38. The second party, hereby acknowledges that it has made itself duly acquainted with all the conditions and circumstances under which the services have to be rendered/ performed under the terms, conditions, clauses, specification, rules/ regulations, tax liabilities and other details of the contract and the second party shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of work or services rendered or to evade any of its obligations under contract.

44 MEDICAL BATTALION TECHNICAL BID FORM FOR DAILY LP CONTRACT FOR  
FY 2026-2027

**Form No: Daily LP Contract 2026-2027**

- a. Name and Address of Firm : \_\_\_\_\_
- b. Name of Proprietor : \_\_\_\_\_
- c. National Tax Number : \_\_\_\_\_
- d. FBR Active tax payer Number : \_\_\_\_\_
- e. Drug Selling License Number : \_\_\_\_\_
- f. Sales Tax Number : \_\_\_\_\_
- g. Previous hospital medicine supply Experience (years) : \_\_\_\_\_
- h. Bank account no and name of Bank where the firm is holding account or through whom payment will be made by CMA store section : \_\_\_\_\_  
\_\_\_\_\_
- i. Telephone/Fax Number : \_\_\_\_\_
- j. Website/ Email Address : \_\_\_\_\_
- k. Two References : \_\_\_\_\_  
\_\_\_\_\_
- l. Three specimen signature with stamp of the authorized person who will sign the Quotation / Bills (with 2 x copies of CNIC)

a \_\_\_\_\_ b \_\_\_\_\_ c \_\_\_\_\_

Bidding Documents – Daily LP of Medical Store Items Contract FY 2026-2027

FINANCIAL BID FORM FOR DAILY LP CONTRACT FOR FY 2026-2027

Date: \_\_\_\_\_

No. \_\_\_\_\_

To: CO 44 Medical Battalion (Procuring Agency)

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the following discount on retail price of all medicines / disposable items.

i. Discount \_\_\_\_\_ %.

ii. In words. \_\_\_\_\_

We undertake, if our bid is accepted, to deliver the goods in accordance with the requirements specified in terms and conditions of contract. We shall furnish a Performance Guaranty/Security in the shape of Call Deposit (CDR) in the name of CO 44 Medical Battalion, equivalent to **2%** of previous financial year expense on daily LP incurred by 44 Medical Battalion. We agree to abide by this bid for a period of **one year (12 months)** from the date fixed for bid opening under instruction to the bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that the Procuring Agency is not bound to accept the highest or any bid, Procuring Agency may receives.

Signature \_\_\_\_\_

Name of the bidder \_\_\_\_\_

Father's Name \_\_\_\_\_

Address of bidder / Firm \_\_\_\_\_

CNIC # \_\_\_\_\_

Designation \_\_\_\_\_

Stamp \_\_\_\_\_