

**MEDICAL TEACHING INSTITUTION  
AYUB TEACHING HOSPITAL  
ABBOTTABAD.**

**PHARAMCY SHOP TENDER**

**CONTRACT AGREEMENT FOR PHARMACY SHOP FOR THE YEAR 2018-20.**

**THIS CONTRACT** is made at on day \_\_\_ of 20\_\_\_ between the Hospital Director AMTI Abbottabad (hereinafter referred to as the “Purchaser”) of the first Part; and m/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called “the Supplier”) of the second part (hereinafter referred to individually as party and collectively as the “Parties”)

**Whereas** the Purchaser invited the bids of procurement of good (Medicine/Non Drug Items) in pursuance whereof m/s \_\_\_\_\_ being the Proprietor in Pakistan and ancillary services offered to supply the required item (s); and whereas, the purchaser has accepted the bid by the Supplier;

**Now the parties to this contract agree to following;**

**ACCORDING TO THE AGREEMENT**

**General Terms and Conditions**

- 1 The Terms and conditions mentioned in the above advertisement notice and technical evaluation criteria (Pharmacy shop) are a part of bidding documents
- 2 The contractor must follow all the General Term and Conditions as prescribed in KPPRA.
- 3 The bidding documents is available on our official website [www.ath.gov.pk](http://www.ath.gov.pk)
- 4 Tender shall be single Stage two envelop basis & the envelope must bear “TENDER For Pharmacy Shop for one Envelop marked as Technical Bids and other Envelop Marked as Financial Bids.
- 5 The Bidder Shall Submit the financial bid/offer in words & in Figure on Letter Head dully sign and stamp, tender having Cutting/Hand writing can not be accepted.
- 6 The Tender can be obtained and submitted in the Procurement cell of ATH after deposit of tender fee (Non Refundable) as per advertisement notice.
- 7 Conditional and ambiguous tender cannot be accepted.
- 8 In case of false information with the tender, the tender will be rejected with forfeit of CDR.
- 9 The Minimum Monthly Rent of Pharmacy Shop will be Rs 1480000/-
- 10 The highest bidder among the technical qualified bidder will be declared as successful.
- 11 Electricity Charges is Rs: 20000/Per Month. However Hospital authority will install a sub meter the electricity bill will be paid by the contractor as per their consumption.
- 12 The Monthly rent shall be paid by 5<sup>th</sup> of each month, in case of nonpayment a total of 5% penalty of the total monthly rent shall be imposed per day and nonpayment of the rent of more than one month after the due date, the contract will be cancelled and CDR will be forfeited.
- 13 The rent will be valid for a period of two years and extendable further for a period of one year which will be Prerogative of Institution based on their performance.
- 14 From the first July a 10% increase in rent will be charged.

- 15 The shop, under this agreement is required to be opened 24/7/365 without any break.
- 16 Successful bidder shall start computerized inventory/bill system.
- 17 The Successful bidder give 5% discount on retail and Market Price of all Items of Medicines and Non Drug items.
- 18 The staff must wear a proper uniform.
- 19 Successful Bidder Must Provide Computerized Cash Memo bill stating date, time of Transaction, the name ,strength ,dose and expiry of medicines.
- 20 The Earnest Money may be confiscated partially or totally in favor of the institution, if there is a breach of the agreement.
- 21 In case of any Dispute the competent authority shall nominate an arbitrator as per Arbitration Act 1940 whose decision will be final binding upon both the parties.
- 22 The Hospital has the right to shift or close the Pharmacy at any time; one Month prior notice will be given in such case.
- 23 The contractor may be asked to establish sub pharmacies within Hospital Premises with the procedure prescribe in drug Act 1976.
- 24 The Competent Authority may change/Review any clause if feel Appropriate.

### **Specific Terms and Conditions**

1. The Pharmacy Shop must ensure the availability of all items/drugs including Anaesthesia, biologics, intravenous fluids, antibiotics, emergency medicines, dressing Surgical Disposable and Non Drug items as per WHO Essential/Emergency drug list and protocols.
2. Cool chain should be strictly maintained for vaccines and biologics with electricity backup system(UPS)
3. The contractor shall not change the trade name of prescription.
4. Best storage practice shall be observed.
5. The Pharmacy shop shall run as per Drug Act 1976
6. The supplier shall provide warranty all items as per section 23(1) of Drug act 1976
7. The Pharmacy shop must ensure the availability of emergency/Life saving Medicines, Surgical Disposable and Non Drug Items 24 o'clock.
8. The stock of medicines should be maintained in such a way that the efficacy and potency of medicines, Surgical Disposable and Non Drug Items must not be compromise.
9. The contractor must keep Moisture control with hygrometer.
10. Separate Register for Narcotics' Medicines as per Drug Act 1976.

Mr.Habib Ullah Pharmacist  
Member

Mr.Murtaza DDPC  
Member

**Dr.Muhammad Zeeshan (Community Medicine)**  
**Chairman**

Submitted for approval Please

**HOSPITAL DIRECTOR**