



**MEDICAL TEACHING INSTITUTION AYUB TEACHING
HOSPITAL (MTI ATH) ABBOTTABAD**

**Standard Bidding Documents (SBDs)
For National Competitive Bidding (NCB) Pakistan**

For

**SELECTION OF VENDERS/FIRMS FOR
Outsourcing of Fair Price Pharmacies on Public Private Partnership Basis
FY 2026-27**

PREFACE

These Standard Bidding Documents have been prepared for use by the Ayub Teaching Hospital (AMTI) Abbottabad, for selection of venders/firms for **outsourcing of Fair Price Pharmacies on Public Private Partnership Basis for the FY 2026-27** through National Competitive Bidding (NCB) Khyber Pakhtunkhwa via E-PADS. The standard bidding documents for above mentioned procurement are grouped in five parts.

Terms & Conditions

Part-I Mandatory Documents

Part-II Instructions to Bidders (ITB)

Part-III Technical Evaluation Performa

Part-IV Bid Forms

TERMS & CONDITIONS FOR OUTSOURCING OF FAIR PRICE PHARMACIES ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS

BASIC STRUCTURE OF WORKING MODEL:

- 100% capital investment will be made by Private Partner
- A transparent, jointly supervised system will be implemented
- 100% availability of medicines, disposables and medical devices as per Drug Act 1976 / Drap Act 2012, will be ensured at all times
- The bidder will pay the construction cost in case already constructed place is allotted by the Hospital for Fair Price Pharmacies.
- The bidder will operate two (02) Fair Price Pharmacies located at IBPP building ATH and Ayub College of Dentistry.
- Only standard, high-quality medicines will be provided strictly as per hospital policies
- The Hospital can purchase medicines/surgical disposable (medical devices) for any project of the hospital including (SSP Purchase, General Local Purchase, Medicines for entitled employees or their dependent as per Medical Attendance Rules 2016).

QUALITY ASSURANCE & STANDARDIZATION:

Quality Framework for Strict Compliance

Medicines, disposables and medical devices will be supplied strictly as per:

- Hospital-approved formulary
- Doctor prescriptions
- Hospital treatment protocols

Quality Control Measures

- Procurement only from registered and reputable pharmaceutical companies
- Compliance with DRAP standards
- Proper temperature-controlled storage systems
- Strict expiry and batch management
- Full traceability and audit readiness
- 100% availability of formulary medicines
- Maintenance of buffer and emergency stock
- Dedicated supply chain for critical departments
- Immediate procurement mechanism for life-saving drugs

RESPONSIBILITIES OF PRIVATE PARTNER:

Operational Management

- Procurement and supply of medicines
- Hiring and management of qualified pharmacy staff
- Complete day-to-day operations

Infrastructure & Setup

- Pharmacy and warehouse furnishing
- Storage systems, racks, and cupboards
- IT systems, CCTV, and networking
- Electrical, civil, and related works

Legal & Regulatory Compliance

- All drug licenses and approvals required as per Govt. rules & regulations
- Compliance with healthcare regulations

Financial Responsibilities

- Payments to pharmaceutical companies
- Working capital management
- Handling institutional credit cycles

RESPONSIBILITIES OF HOSPITAL:

Provide designated space for:

- IBP Pharmacy
- Dental Pharmacy
- SSP Warehouse
- Develop and approve medicine formulary
- Ensure prescription compliance with policies
- Nominate representatives for oversight and governance

GOVERNANCE & OVERSIGHT MECHANISM:

The hospital will nominate representatives from Finance Department, Pharmacy Department or Establish as a joint oversight committee

Key Functions

- Supervision of operations
- Participation in procurement decisions
- Ensuring compliance and transparency
- Transparency Measures
- Full CCTV access
- Real-time access to software system (through HIMS Pharmacy module)
- Monthly financial reporting

PROCUREMENT & SUPPLY MODEL:

- Procurement decisions will be made jointly
- Negotiations with pharmaceutical companies will be conducted jointly
- Payments will be made by PPP Fair Price Pharmacy

FINANCIAL MODEL & PROFIT SHARING:

- Monthly/Quarterly financial reconciliation
- Deduction of staff salaries only
- Remaining net profit will be distributed as per offered profit share (Hospital %-Private Partner%)

PART -I

Mandatory Documents (Minimum Eligibility/Qualification Parameters)

- a) The Bidder must have valid Retail Pharmacy Drug Sale license issued by the relevant Government Authorities.
- b) The bidder must have 5 years' experience in providing pharmacy services to Tertiary care/Teaching Hospitals. Scan copies of original valid agreements / contracts be provided with technical bid for verification.
- c) Income tax registration with last year income tax return and shall possess active status with FBR, KPRA on ATL at the time of submission of bid.
- d) Sales tax registration and shall be active on ATL at the time of submission of bid.
- e) The bidder must have consolidated sales volume/gross turnover of at least Rs.100 million during last three (03) years. The same will be verified from tax return.
- f) Last year bank statement.
- g) Performance/clearance certificate issued by the MTI ATH end user in case the bidder has previously executed a contract with MTI ATH.
- h) Original CDR Amount of **Rs.1500,000 PKR(1.5million)** in the name of Hospital Director MTI ATH Abbottabad shall be provided in hard and also uploaded on E-PADS.
- i) Integrity Pact on a judicial stamp paper.
- j) Certificate from Drug Authorities (Area Drug Inspector) that firm is not involved in any violation of Drug Act 1976 or Drug Act 2012.
- k) Under taking on judicial stamp paper (Hard copy as well as upload on E-PADS) for the following:
 - i. Bidder is NOT blacklisted in any Govt. (Federal, Provincial or Local), autonomous or a public sector Organization.
 - ii. No employee of Ayub Teaching Hospital is shareholder in the company business

Note: Any Document Missing in the mandatory documents will lead to disqualification.

PART -II

Instructions to Bidders (ITB)

(A) General:

1. Scope of Bid

AMTI invites bids for selection of vendors/suppliers for outsourcing of Fair Price Pharmacies on Public Private Partner Ship Basis the year 2026-27 through National Competitive Bidding (NCB) Khyber Pakhtunkhwa via E-PAD specified in Schedule of Requirements along with Technical Specifications and related services incidental thereto to meet the requirements AMTI Abbottabad with Bid Reference Number for the procurement activity as mentioned in Bid Data Sheet (BDS).

2. Eligible Bidders

2.1 This Invitation for Bids (IFB) is open for all registered Retail Pharmacies fulfilling mandatory eligibility requirements.

2.2 Bidders under the declaration of ineligibility for corrupt and fraudulent practices issued by the Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

3. Corruption and Fraud.

3.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as, *“offering, giving ,receiving or soliciting of anything of value to influence the action of the public official or the supplier or the contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of contract, collusive practices among bidder (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive and any request for or solicitation of anything of value by any public official in the course of the exercise of this duty”*.

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contract, debarring and blacklisting of the bidder, for a stated or indefinite period.

(B) The Bidding Procedures:

1. The Governing Rules.

The Bidding procedure shall be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services KPPRA Rules, 2014.

2. Applicable Bidding Procedure.

The bidding procedure is governed by thy Rule 06 Para (2) (b) KPPRA Rules, 2014.

“Single stage two envelop procedure -- this method shall be used where bids are to be evaluated on technical and financial grounds and price is taken into account after technical evaluation”

3. The bidding procedure is explained below:

Single Stage, Two Envelop Procedure (Rule 2(b) KPPRA 2014) via E-PAD KPPRA.

- i. The bid shall be submitted through E-PADS both the Technical Proposal and the Financial Proposal.
- ii. The “FINANCIAL PROPOSAL” shall only be downloaded and opened after the successful Technical evaluation.
- iii. The Technical Evaluation committee shall evaluate the technical proposal, without reference to the offered Profit-Sharing Margin and reject any proposal which do not conform the specified requirements.
- iv. During the technical evaluation no amendments in the technical proposal shall be permitted.
- v. The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance.
- vi. The bid found to be the highest percentage of Share for ATH shall be accepted.

PREPARATION OF BIDS

(A) The Bidding Documents:

1. Contents of the Bidding Documents

The Bidding Documents include

2. Language of Bids.

All Correspondences, communications associated with preparation of Bids, clarifications, amendments, submissions shall be written in English/Urdu. Supporting documents and printed literature furnished by the Bidder may be in any language provided they are

accompanied by an accurate translation of the relevant passages in English/Urdu, in which case, for purpose of interpretation of the Bid, the said translation shall take precedence.

3. Technical Evaluation of BID

The TEC 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 to the period of original bid validity.

4. Format and Signing of Bids

- i. While uploading the bids on E-PADS the bidder shall ensure that original documents are scanned in clear readable form and uploaded accordingly. In case of copies, documents must be stamped and signed by the bidders.
- ii. The Bid shall be accompanied by the original receipt for the payments made for the purchase of the bidding document. In an event Where the Bidder has downloaded the bidding document from the web, they will require to get the original payment receipt of the prescribed fee from the Procuring cell well before the date of submission of bid.
- iii. The original bid shall be typed and signed by the bidder or a person or persons duly authorized. The person or person signing the bid shall initial all pages of the bid form.
- iv. Any interlinear actions, erasures or overwriting shall valid only if they are initiated by the person or persons signing the bid.
- v. Any tempering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

5. Submission of Bids

The “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be uploaded on E-PADS according to the dates mentioned in the advertisement.

6. Late Bids

Any bid if not uploaded to portal before the end time shall Not be entertained later.

7. Withdrawal of Bids

The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids. No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder

Opening and Evaluation of Bids

1. Opening of Bids by Procuring Agency

- i. All bids received through E-PADS shall be opened by the Purchase Committee publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in Advertisement.
- ii. All Bidders in attendance shall sign an attendance sheet.
- iii. The Purchase Committee shall open one bid at a time as per Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014.
- iv. The Procuring cell shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
- v. No Bid shall be rejected at technical proposal/bid opening, except for late bids, Tender fee receipt & non submission of Original CDR and judicial stamp papers.
- vi. The Envelop without Bid Security CDR shall also be returned unannounced to the bidders. However, prior to return to the bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bid(s).

2. Clarification of Bids

During evaluation of the bids the TEC may, at its discretion, ask the bidder for a clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

3. Examination of Technical BIDS

After opening of the bids, the bids will submit to TEC FOR Technical Evaluations.

4. Announcement of Evaluation Report

The TEC may announce the results of the bid evaluation in form of a report through its website of the institution or display office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract

5. Examination of Financial BIDS

The firms who achieved the qualified marks in technical evaluation, the financial bid will be opened by Purchase Committee. If there is a discrepancy between words and figures, the amount in words shall prevail.

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.

The procurement cell prepared the comparative statements of the product and purchase committee approved the items

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6. Re-Bidding

If the TEC has rejected all bids under Rule 47, it may call for a re-bidding Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014 (Rule-48).

The TEC before invitation for re-bidding shall assess the reasons of rejection and may revise specifications, evaluation criteria or any other condition for Bidders as it may deem necessary.

7. Award of Contract

a. Acceptance of Bid and Award Criteria

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria and having the highest share of hospital will be considering as responsive bid, if not in conflict with any other law, rule, regulation or policy of the Government of Khyber Pakhtunkhwa, shall be awarded to the Contract within the original or extended period of bid validity.

b. Notification of Award

Prior to the expiration of the period of the bid validity, the procurement cell shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of Section 31 of the act in these rules.

- a) The notification of the award shall constitute the formation of the Contract between the competent authority and the successful Bidder.
- b) The enforcement of the Contract shall be governed by the Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014.

8. Signing of Contract

After the completion of Contract Negotiations, the Purchaser shall send the Bidder the Contract Agreement as per Standard Bidding Documents, incorporating all agreements between the Parties Within one week of the receipt of the Contract Agreement Form, the successful Bidder and the Purchaser shall sign the Contract in accordance with the legal requirements in vogue. Failure to the submission of Contract agreement may lead to disqualification, forfeiting of bid money and offer will be given to next lowest bidder.

Unless the procurement contract has already entered into force a contractor or supplier feeling aggrieved by the Order of a Purchaser accepting a bid may file an application for review.

If a successful Bidder, after completion of all codal formalities show an inability to sign the Contract then its Bid Security shall stand forfeiture and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Purchaser may award the Contract to the next lowest evaluated Bidder or call for a new bid.

The Contract shall become effective upon affixation of signature of the Purchaser and the selected Bidder on the contract document, shall be governed for the period of one year or till the finalization of new contract.

All Goods and related Services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial polices of Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

PART-III (Technical Evaluation Criterion)

S. No.	Description	Marks	
1	Qualified Pharmacist as mentioned in Drug Sales License. (Two 02 marks for each maximum upto 10 Marks)	10	
2	No. of staff employed (One 01 mark for each employ maximum 10 mark)	10	
3	Air conditioning system in the existing pharmacies at all levels (to be functional at the time of inspection, maintaining room temperature at 25°C. Verification will be done at the time of inspection.	05	
4	Availability of cooled chain facility in the existing pharmacies maintaining the temperature at 2-8°C. As evaluated by the panel of MTI-ATH expert/s at the time of inspection.	05	
5	Physical infrastructure and tidiness of the pharmacy verification in respect of Good Storage Practices will be done at the time of inspection, as evaluated by the panel of MTI ATH expert/s at the time of inspection. (Maximum marks 05)	Excellent Good Satisfactory	05 03 02
6	Valid document of FBR showing the financial turn-over of the firm for the last year. Maximum 20 marks will be awarded in the following manner Financial turnover of PKR <100 million - 05 marks Financial turnover of PKR 100 to < 200 million - 10 marks Financial turnover of PKR 200 to < 300 million - 15 marks Financial turnover of PKR 300 to < 400 million - 20 marks	20	
8	Covered Area of the existing pharmacies as evaluated by the panel of MTI ATH expert/s at the time of inspection. Above 300 sq ft = 10 marks Below 300 sq. ft and above 200 sq. ft = 05 marks Below 200 sq ft and Minimum 96 sq. ft = 02 marks	10	
9	Last year Bank Statements in the name of business	Average credit transactions in last one year Rs.300 million and above = 10 marks Average credit transactions in last one year below Rs.300 million and above Rs.200 million = 05 marks	10
10	Suitable sources for backup support for electricity as evaluated by the panel of MTI ATH expert/s at the time of inspection in the existing pharmacies	05	
11	Information System (IT Software) and computerized data of previous year purchases and sales for the existing pharmacies.	05	
12	Current value of on Hand stock report. Stock report should be furnished at the time of inspection. Report will be randomly verified by the panel of MTI ATH expert/s at the time of inspection.	Stocks having value of 30 million = 15 marks Stocks having value of 20 million = 10 marks Stocks having value of 10 million = 05 marks	15
Total marks		100	
<p>Note: S No 3,4,5 & 8 are subject to inspection by committee. Passing/Qualifying Marks 80% (80/100)</p>			
<p>Financial Offer: Technically qualified Firm offering highest net profit sharing %age for Hospital will be declared as successful bidder</p>			

Part - IV

MANDATORY STANDARD FORMS (1to5)

- BID FORM 1: BID COVER SHEET
- BID FORM 2: LETTER OF INTENTION
- BID FORM 3: AFFIDAVIT
- BIDFORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID
- BID FORM 5: INTEGRITY PACT
- BIDFORM 6: CONTRACT AGREEMENT

(For information only, shall be signed by the successful bidders only)

Bid form 1
BID COVER SHEET

Mandatory General Information of Applicant Firm

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to disqualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, shall not be entertained in such a case.

S/No	Description
1	Please indicate whether the firm is: Retailer having valid drug retail sales licensed on FORM 9 and 11
2	Please provide names, attested copies of CNICs, two recent attested photographs, valid street addresses in Pakistan, all working landline and mobile phone numbers of the following: i. Owner/Proprietor of the Firm; and ii. Focal person officially made responsible and authorized by the Firm for day-to-day official correspondence/communication with the MTI ATH related in relation to this bidding competition. Note: Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned above)
3	Please provide the following valid information regarding applicant Firm: i. Complete street address of the Setup as mentioned in Drug Sales Licenses including Shop No. ii. Main depot if any; and iii. Valid & working official Landline Phone and Fax Numbers; and iv. Valid Mobile phone number/s of the Focal Person registered which should be registered his/her CNIC No. and name; and v. Valid and functional Email address; and
4	Please provide, in original, the bids security instrument amounting to as mentioned in Bid data sheet clause ITB 15.1. along with the Financial Proposal in the sealed

	<p>envelope in the form of valid Call Deposit Receipt / Bank Draft / Pay Order from a scheduled Bank of Pakistan in the name of Hospital Director MTI, ATH Abbottabad</p> <p>Important Note: Please also provide an attested photocopy of the same bid's security document in the sealed envelope of technical Proposal.</p>
5	<p>Please provide attested copies of the following Tax related valid documents:</p> <ul style="list-style-type: none"> i. National Tax Number (NTN) of the Firm for Income Tax, and ii. Last year Income Tax Return of the Firm; and iii. Sale Tax Registration Certificate of the Firm
6	<p>Please provide attested copies of the following documents also:</p> <ul style="list-style-type: none"> a. Duly attested photo copy of C.N.I.C of Executive / Authorized Representative b. Copies of National Tax Number (NTN), General Sales Tax registration certificate and valid Pharmacy Drugs Sales License and Narcotic Sale licensee c. Qualified Person CV, C.N.I.C along with educational credentials and copy of Pharmacy Category issued by Pharmacy Council of Pakistan. d. List of Staff along with their C.N.I.C and Educational Credentials. e. Retail outlet layout of the total covered area with Measurements. f. Copy of Retail Outlet's Rent/Tenancy/Lease Agreement/Ownership deed duly attested. g. Last year bank Statement of the firm duly attested by the respective bank manager. h. Utility bills of the firm. i. Computerized Sales data of the last years. j. Computerized formulary list along with stock on hand report mentioning the total stock value. k. Temperature Maintenance Record l. Cold chain facility maintaining the temperature at 2-8 °C.

- The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs.100/- (Rs. One Hundred Only) to the effect that:
- They have carefully read the whole set of Standard Bidding Documents for this bidding competition and that they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of bidders.
 - They fully understand and agree that the bidding competition for which they have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the highest rebate financial bids may or may not win the bidding competition; and
 - They shall provide to the inspection team/s of expert/s authorized for the purpose by the Hospital Director an uninterrupted and free access to all relevant documents, sections of the facilities / unit, storage as well as any other area relevant, as deemed appropriate by such team for their purpose of visit/s.
 - In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with the MTI ATH Abbottabad and/or Government of Khyber Pakhtunkhwa, Health Department, confiscation of bids security and / or any other lawful action as deemed appropriate by the MTI ATH, including that to be taken in concert with the Provincial Drug Controller any other body / entity of the Federal Government; and
 - They have fully understood that the medical devices and items in the categories of cotton, bandages, adhesive tapes etc. including other non-drug items may be evaluated by MTI ATH expert/s, if so require, to verify the quality of goods at its sole discretion; and that the Firm shall fully agree and abide by the decision, whatsoever, of the expert/s regarding the selection or
 - They have fully understood that no such documents shall be entertained by the MTI ATH, which is issued after due diligence of Bid opening, discretion; and that the Firm shall fully agree and abide by the decision,

	<p>g. They have fully understood that for status of Bank transaction statement the closing date is bid/tender advertisement date.</p> <p>vi. They have fully understood that no such documents shall be entertained by the MTI ATH, which is issued after due date of Bid opening.</p> <p>vii. They have fully understood that for status of Bank transaction statement the closing date is bid/tender advertisement date.</p>
8	<p>I certify and affirm that I have attached /provided all the requisite mandatory documents / information including Bids Security with this Bid and that I fully understand that any document if not provided / missing shall result in the disqualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: _____</p> <p>Name: _____</p> <p>CNIC No. _____</p> <p>Designation: _____</p> <p>Address: _____</p>

Bid Form 2
Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract:{ Add name, e.g, Supply of Dugs and Medicines, etc.}

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. [insert numbers& Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this day of[insert: month],[insert: year]. Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Bid Form-3

AFFIDAVIT (on official letter head)

I/We, the undersigned [.....] Hereby solemnly declare and undertake that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 4) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 5) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 6) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 7) That undersigned has not employed any child labor in the organization/unit.
- 8) We understand that the Selection and Rate Contracting Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.
- 9) That no employee of MTI ATH Abbottabad is shareholder in my business

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [Name of Supplier] _____

Bid Form-4

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Fair Price Pharmacies
on Public Private Partner Ship Basis response to advertisement

Mr. _____ S/o _____ bearing CNIC
No. _____, and having the Designation of
_____ in Messrs (M/S) _____ [Name
of Firm] do hereby solemnly affirm, declare and certify on behalf of M/S
_____ [Name of FIRM] that:

1. _____ [Name of firm] has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from MTI ATH/Government of Khyber Pakhtunkhwa (KP) or any administrative subdivision or agency thereof or any other entity owned or controlled by MTI ATH/Govt. of KP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form MTI ATH /Govt. of KP, except that which has been expressly declared pursuant hereto; and
3. That__ [Name of Supplier] has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with MTI ATH /Govt. of KPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty; and

4. That [Name of Firm] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to MTI ATH /Govt. of KPK under any law, contract or other instrument, be voidable at the option of MTI ATH /Govt. of KPK and

5. That notwithstanding any rights and remedies exercised by MTI ATH /Govt. of KPK in this regard, [Name of Firm] agrees to indemnify MTI ATH /Govt. of KPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to MTI ATH /Govt. of KPK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from MTI ATH /Govt. of KPK.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [Name of Firm] _____

Witness No. 1 Witness No. 2

(Signatures, name, father's name, CNIC & address of each Witness)