



Government of Khyber Pakhtunkhwa
Standard Bidding Document

Selection of Vendor/Supplier for Medicine, Medical Devices, Surgical
Disposables and Non-Drug Items for General Local Purchase, Sehat Sahulat
Program Purchase, Zakat, Bait-ul-Mal (other than specialized items), Lisail -
Wal Mehroom),

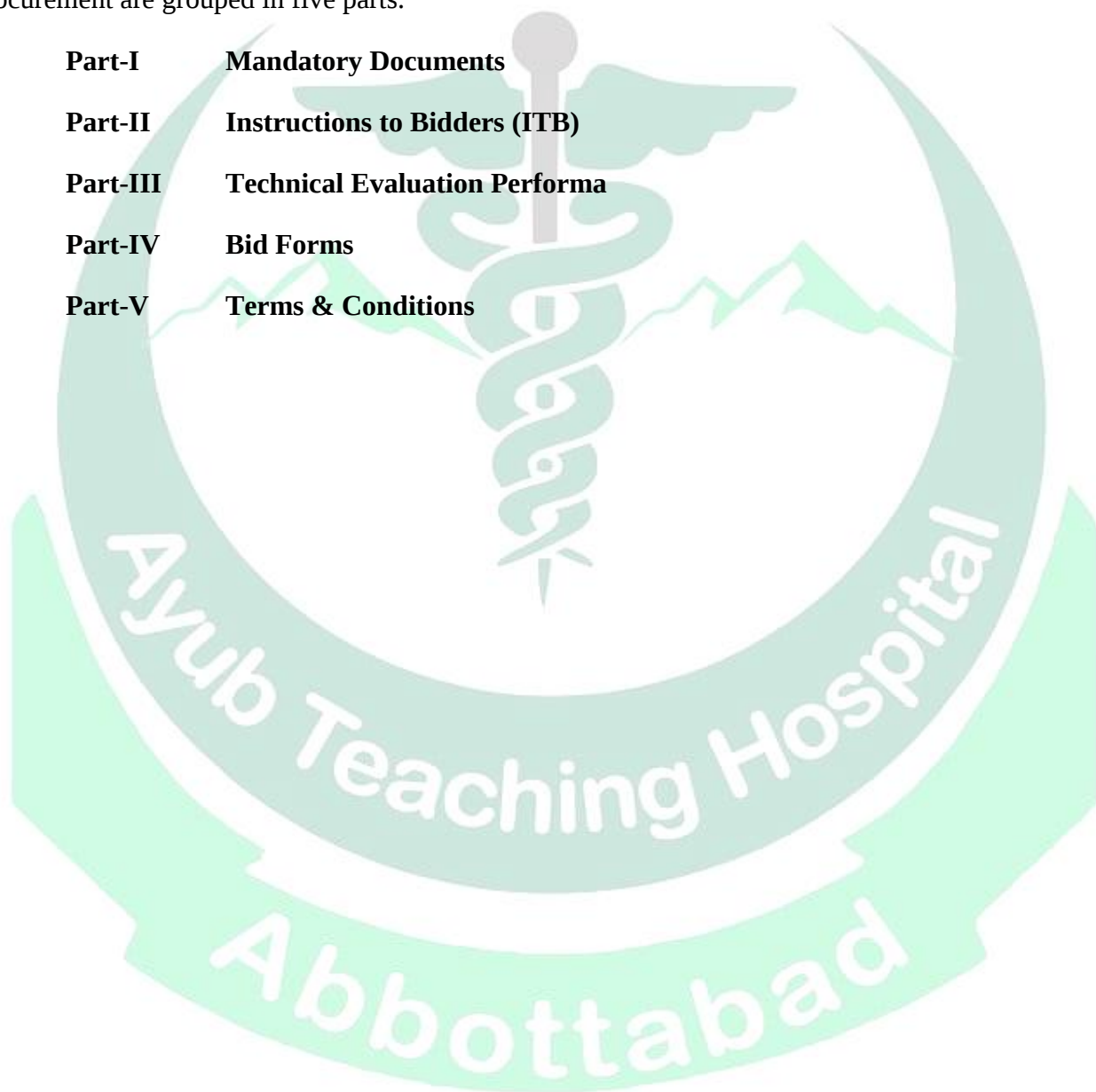
FOR FINANCIAL YEAR 2026-27

Abbottabad

PREFACE

Selection of Vendor/Supplier for Medicine, Medical Devices, Surgical Disposables and Non-Drug Items for General Local Purchase, Sehat Sahulat Program Purchase, Zakat, Bait-ul-Mal (other than specialized items), Lisail -Wal Mehroom), 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.

- Part-I Mandatory Documents**
- Part-II Instructions to Bidders (ITB)**
- Part-III Technical Evaluation Performa**
- Part-IV Bid Forms**
- Part-V Terms & Conditions**



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 Certificate and shall possess active status on ATL at the time of submission of bid.
 - d) Sales tax registration certificate 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) Bank Account Maintenance Certificate for Last three years.
 - g) Past Performance/clearance certificate issued by the MTI ATH in case the bidder has previously done business with MTI, ATH
 - h) Original CDR Amount of **Rs. 1,000,000 PKR (1million)** 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 of the Drug Sale License used as primary business/head office in the SBDs) that firm is not convicted in any violation of Drug Act 1976 or DRAP 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 by any Govt. (Federal, Provincial), autonomous or any 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.**
(All sort of Stamp paper and CDR in Original shall be submitted to procurement cell, ATH before the closing date and time)

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 Vendor/Supplier for Medicine, Medical Devices, Surgical Disposables and Non-Drug Items for General Local Purchase, Sehat Sahulat Program Purchase, Zakat, Bait-ul-Mal (other than specialized items), Lisail -Wal Mehroom for the FY 2026-27 through National Competitive Bidding (NCB) Khyber Pakhtunkhwa via E-PAD along with Technical Specifications and related services incidental thereto to meet the requirements AMTI Abbottabad 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”.

3.2 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 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 Maximum Rebate on MRP of Medicines/Disposables 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 on E-PAD 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 from the Procuring cell or bank draft on the name of Hospital Director, MTI, ATH of the prescribed fee 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 in original at the time of opening of bid.

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).

8. 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.

9. Examination of Technical BIDS

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

10. 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

11. 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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12. 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.

13. 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 Discount offer on Retail Price/MRP of

- i. Medicines
- ii. Medical Devices/Non Drug Item

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.

14. 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.

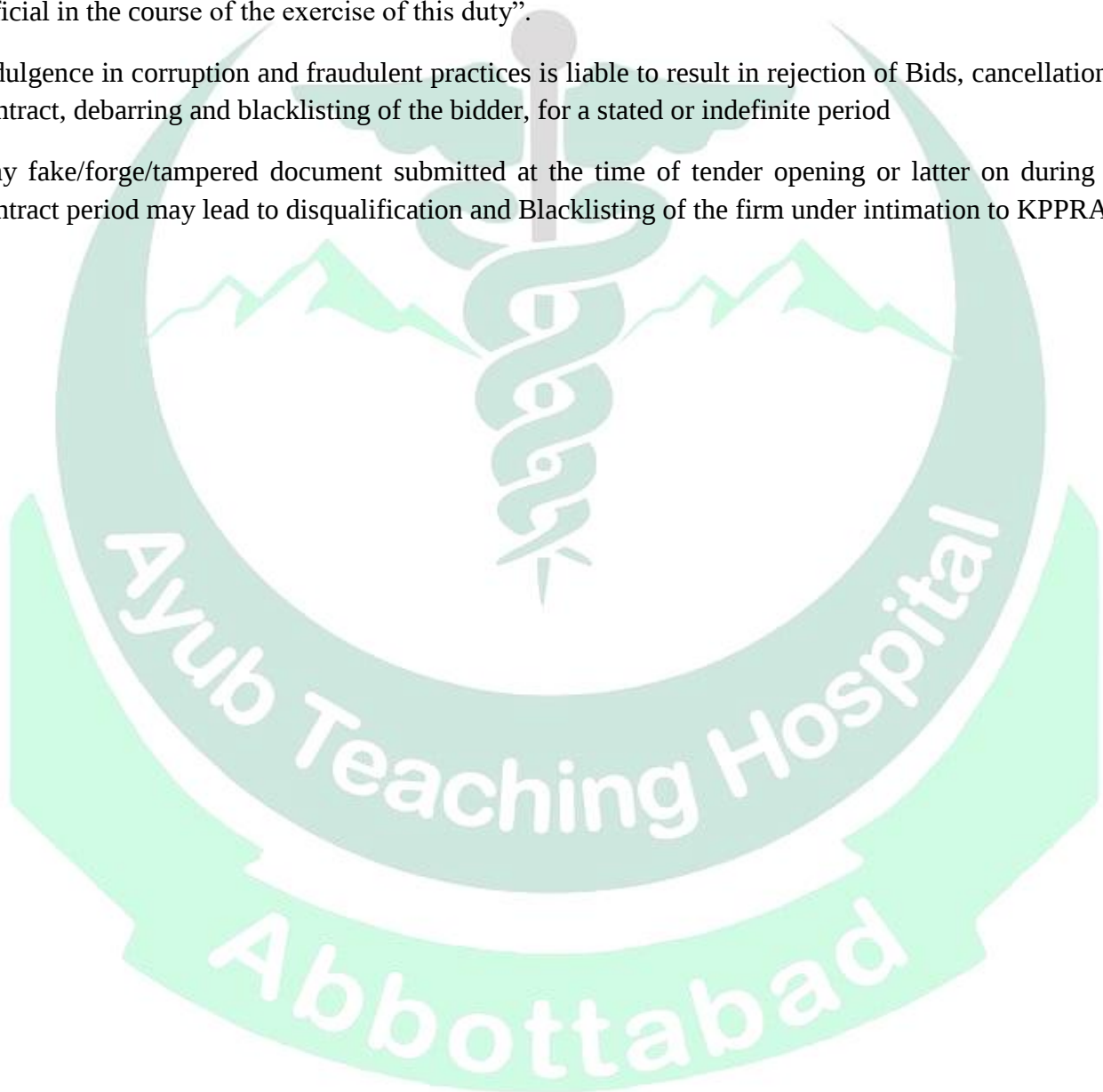
All Goods and related Services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial polices of Federal Government of Pakistan and all expenditures made under the contract shall be limited to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

15. Corruption and Fraud.

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”.

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

Any fake/forged/tampered document submitted at the time of tender opening or latter on during the contract period may lead to disqualification and Blacklisting of the firm under intimation to KPPRA.



PART-III (Technical Evaluation Criterion)

S. No.	Description	Marks
1	Qualified Pharmacist Catagree- A as mentioned in Drug Sales License.	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 <50 million - 05 marks Financial turnover of PKR 51 to < 100 million - 10 marks Financial turnover of PKR 101 to < 200 million - 15 marks Financial turnover of PKR 201 to < 300 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 as per Drug rules = 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	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 20 million = 15 marks Stocks having value of 15 million = 10 marks Stocks having value of 10 million = 05 marks
Total marks		100
Note: S No 3,4,5 & 8 are subject to inspection by committee.		
Passing/Qualifying Marks 80% (80/100)		
Financial Offer: Technically qualified Firm offering highest discount on Retail Price/Market retail price of Medicines & Disposable (separately) net profit sharing %age for Hospital will be declared as successful bidder		

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	Name of Bidder
1	Drug retail sales licensed on FORM 9 and 11(Narcotic license)
2	Please provide names, attested copies of CNICs, two recent attested photographs, valid addresses, 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. Main depot if any; and ii. Valid Mobile phone number/s of the Focal Person if any iii. Valid and functional Email address; and
4	Please provide, in original, the bids security instrument amounting to as mentioned in Bid data sheet in the form of valid Call Deposit Receipt/ Pay Order from a scheduled Bank of Pakistan in the name of Hospital Director MTI, ATH Abbottabad
5	Please provide attested copies of the following Tax related valid documents: i. National Tax Certificate ii. Sale Tax Registration Certificate of the Firm
6	Please provide attested copies of the following documents also: i. Qualified Person C.N.I.C and copy of Pharmacy Category issued by Pharmacy Council of Pakistan. ii. List of Staff along with their C.N.I.C and Educational Credentials. iii. Retail outlet layout of the total covered area with Measurements.

	iv. Copy of Retail Outlet's Rent/Tenancy/Lease Agreement/Ownership deed duly attested. v. Last three years bank Statement of the firm duly attested by the respective bank manager. vi. Computerized formulary list along with stock on hand report mentioning the total stock value.
7	The bidding Firm should also provide an Affidavit to undertake on Official Letter Head) to the effect that: i. we 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. ii. we fully understand and agree that the bidding competition for which we have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids iii. We 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. iv. 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 / by 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 v. They have fully understood that no such documents shall be entertained by the MTI ATH, which is issued after due date of Bid opening. vi. They have fully understood that for status of Bank transaction statement the closing date is bid/tender advertisement date.

8	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. Signatures: _____ Name: _____ CNIC No. _____ Designation: _____ Address: _____
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Bid Form 2

Letter of Intention (on official letter head)

Name of the Contract: Selection of Vander/Supplier for Medicine, Medical Devices, Surgical Disposables and Non-Drug Items for General Local Purchase, Sehat Sahulat Program Purchase, Zakat, Bait-Ul-Mal (other than specialized items), Lisail -Wal Mehroom)

To: Hospital Director,

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 and at the rates/unit prices described in the financial bid are not more than a MRP in case of registered drugs/medicines and in case of non-drugs items (NDI), the prices are not more than the market rates.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and condition of contract agreement.

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
(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 Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) 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.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That undersigned has not employed any child labor in the organization/unit.
- 9) 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.
- 10) 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

Note: This form is to be submitted with Financial Proposal at E-PAD

Price Schedule format for Financial Bid of MTI ATH for the year 2026-2027

The Bidder shall provide maximum discount offer on the firm's official letter head.

S.No	Item	Percentage Discount offered on MRP (All applicable taxes will be deducted at the time of clearance of bill)
1	Medicines	
2	Medical Devices/Non Drug Item etc	

Bid Form-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage Etc. Payable by Vander/Supplier for General Local Purchase, Sehat Sahulat Program Purchase, Zakat, Bait-ul-Mal (other than specialized items), Lil Sail-E-Wal Mehroom) of Drug, Medicine, Medical Devices, Surgical Disposables and Non-Drug Items
FOR FINANCIAL YEAR 2026-27

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

1. _____ [Name of Supplier] 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 KP 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 Supplier] 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 KP under any law, contract or other instrument, be voidable at the option of MTI ATH /Govt. of KP and
5. That notwithstanding any rights and remedies exercised by MTI ATH /Govt. of KP in this regard, _____ [Name of Supplier] agrees to indemnify MTI ATH /Govt. of KP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to MTI ATH /Govt. of KP 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 KP.

Signatures with stamp

Name: _____

Designation: _____

CNIC No. _____

For Messrs. [Name of Supplier] _____

Witness No. 1

Witness No. 2

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

Bid form-6

MTI ATH RATE CONTRACT AGREEMENT (for successful bidders)

THIS CONTRACT AGREEMENT is made and agreed today dated / /2026 between the MTI ATH Abbottabad through Hospital Director (hereinafter referred to as the Procuring Agency or the first party, and the M/s _____ through

Mr. _____ Designation _____ CNIC No. _____, (hereinafter referred to as the Local Purchase Contractor/Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s) that:

WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting of Vander/Supplier for General Local Purchase, Sehat Sahulat Program Purchase, Zakat, Bait-ul-Mal (other than specialized items), Lil Sail-E-Wal Mehroom) of Drug, Medicine, Medical Devices, Surgical Disposables and Non-Drug Items **FOR FINANCIAL YEAR 2026-27** (hereinafter referred to as goods) for actual purchases of the selected and rate contracted goods to be made by the MTI ATH (hereinafter called the Procuring Agency or Procuring Agency where the context so admits); and

WHEREAS the Supplier declares that he is a valid retailer under the Drugs Act 1976 and rules framed thereunder; and

WHEREAS both the parties have agreed that the Procuring Agency shall purchase all or some or none of the goods from the Supplier at the sole discretion of the individual Procuring Agency; and that

1. The Khyber Pakhtunkhwa Public Procurement Agency (KPPRA) Rules, 2014, and the MTI ATH Manual of Blacklisting shall form an integral part of this Contract Agreement.
2. This Contract Agreement shall remain valid up to 30 June 2027. However, if the subsequent tender is not finalized by 30 June 2027 due to unavoidable circumstances, the Contract shall be remain valid until finalization of the next tender.
3. MTI ATH shall deduct a discount of _____% on medicines and _____% on surgical disposables and non-drug items, respectively, from the MRP of medicines, medical devices and from the prevailing/current market rates of surgical disposables and non-drug items having no printed MRP, as applicable
4. The Supplier shall supply only those brands of medicines/Medical Devices, that are acceptable to the Pharmacy Services Department and/or the concerned end user, with preference given to the lowest-priced, clinically effective, and well-established brands available in the market. In the event that an economical and approved brand is unavailable or does not have an authorized distributor in the region, the Supplier shall provide a valid Non-Availability (N/A) Certificate. Under no

circumstances shall the Supplier supply any brand of its own choice without prior approval of the Pharmacy Services Department and/or the concerned end user.

5. The Supplier shall ensure delivery of general Local Purchase (Bulk LP) items within 03 three days and lifesaving emergency drugs/item with in same day, whereas supplies required for by-bed Local purchase, SSP patients, PBM, Zakat, Lisa il Walmahroom shall be completed within two (02) hours of receipt of the order
6. The Supplier shall ensure the availability and provision of emergency and lifesaving medicines, surgical disposables, and non-drug items on a 24/7/365 basis, whenever demanded by the Procuring Agency.
7. The Supplier shall supply all orders to Pharmacy Services Department (PSD), MTI ATH Abbottabad. The Supplier shall maintain a facility capable of providing services and receiving/processing orders on a 24/7/365 basis, including Sundays and gazette public holidays.
8. Failure to supply the sanctioned LP in stipulated time, 5% penalty shall be charged from the bill.
9. If the selected bidder's existing premises are located beyond a radius of 3 kilometers from MTI ATH Abbottabad, the Supplier shall establish or occupy a suitable facility within a radius of 1 kilometer of MTI ATH Abbottabad to ensure timely and efficient supply.
10. In case the Pharmacy space are provided by Procuring agency with in the hospital premises, the firm shall be liable to
 - a) Acquire Drugs Sales License/Narcotic Sales license
 - b) Rs: 50000/per month Rent of the space
 - c) All utility bills
 - d) Install Racks/shelving/pharmaceutical refrigerator/ air condition.
11. The Supplier shall provide and maintain modern and reliable means of communication, including internet, telephone, mobile communication, or any other appropriate technology, for receiving and processing orders from the Procuring Agency.
12. The Supplier shall be solely responsible for the safe handling, transportation, storage.
13. The Supplier shall not claim or charge any additional amount on account of transportation, loading or unloading, labor, logistics, accidents, insurance, freight, toll taxes, or any other related or incidental charges. All such costs shall be deemed to be included in the agreed rates.
14. The Supplier shall supply all goods strictly in accordance with the specifications, quality standards, descriptions, and requirements and Drugs Act 1976/DRAP Act 2012 and rules framed there under.
15. The Supplier shall supply goods having the maximum possible shelf life/expiry period and, in all cases, such expiry shall be acceptable to the Pharmacy Services Department, MTI ATH Abbottabad.

16. If the Supplier takes any action that contravenes any applicable law, rule, regulation, policy, SBD provision, or term of this Contract Agreement, the Supplier shall be liable to such lawful action, penalties, and proceedings as may be deemed appropriate under the applicable laws, Acts, rules, regulations, and policies of the Government of Khyber Pakhtunkhwa.
17. The Procuring Agency, or its duly authorized representative, shall have the right to inspect the Supplier's facilities, premises, warehouses, godowns, storage areas during the contract period. If any violation of Good Storage Practices (GSP), the Drugs Act, 1976, the DRAP Act, 2012 is found, the Procuring Agency shall have the right to take such lawful action against the Supplier as may be deemed appropriate.
18. The Procuring Agency and the Supplier shall make every reasonable effort to resolve amicably, through direct negotiations, any disagreement or dispute arising out of or in connection with this Contract Agreement or the supplies made thereunder. If the dispute cannot be resolved amicably through such negotiations, either party may refer the matter to the Hospital Director, MTI ATH Abbottabad, through the Institutional Management Committee (IMC), along with the Committee's recommendations, for appropriate decision and further approval.
19. All LP orders shall be supplied directly to the Pharmacy Services Department through duly nominated and authorized representatives of the Pharmacy Services Department and the Contractor. No supply shall be handed over to any private, unauthorized person, or chit bearer under any circumstances. All LP orders must be duly sanctioned/approved by the Hospital Director or any other officer duly authorized by his office.
20. The Supplier shall depute authorized staff to collect LP orders from the Pharmacy Services Department, MTI ATH, on a 24/7/365 basis. The Supplier shall deliver the ordered medicines in full, complete in all respects, in the stipulated time.
21. The Contractor shall clearly record the batch number, expiry date, quantity supplied, and MRP of each requested item on the warranty invoice.
22. The Contractor shall submit computerized bills on a weekly basis for payment, along with the original warranty/invoice in accordance with Section 23(1)(a-k) of the Drugs Act, 1976. The Supplier shall also provide the relevant company invoices and/or product packaging for verification of MRP values if required. Any overcharging detected at any stage shall be recoverable from the Supplier, even after expiry of the Contract or while the relevant bills are under processing.
23. If any amount in excess of the approved/contracted amount is charged during the billing process, the excess amount shall be recovered through deduction from pending bills and/or adjustment against the Supplier's security deposit, as applicable

24. The Supplier shall not force to seek clearance/payment of bills until the total outstanding claim exceeds Rs. 70 million. In the event of non-payment of any bill for any reason, the Contractor shall continue supplying the required goods and shall not suspend or discontinue supplies on the pretext of non-payment. The Procuring Agency shall, however, establish an effective mechanism to ensure continuity of supplies and settlement of legitimate payments to the Contractor, thereby preventing disruption of the supply cycle and safeguarding the institutional interest.
25. The Supplier shall be responsible for payment of all applicable duties, taxes, levies, and other statutory charges in accordance with the relevant laws and prescribed procedures.
26. In the event of non-supply of any demanded item, MTI ATH shall have the right to make alternative arrangements at the risk and cost of the Contractor. Such arrangements may include:
27. Procurement of the required item(s) directly by the Hospital, with the resulting cost recoverable from the Contractor. Deduction from the Contractor's bills of an amount equal to the additional cost incurred by the Hospital over and above the approved/contracted rate, so as to compensate the Hospital for the resulting loss.
28. Both parties agree that the Hospital Director, being the overall head of MTI ATH, and/or the Head of the Pharmacy Services Department shall have the authority, where deemed necessary and in the best institutional interest, to regulate the procurement and utilization of demanded items. This authority may include imposing restrictions, classifying or grouping items, and increasing, decreasing, suspending, or discontinuing the purchase of any particular item(s), where considered necessary for rationalization, cost control, prevention of misuse, or efficient utilization of institutional resources

_____ Signature Hospital Director MTI ATH For and on behalf of MTI ATH Abbottabad,	_____ Signature: Name: _____ Designation _____ CNIC No. _____ Stamp: For and on behalf of successful Bidder
WITNESS NO. 1 Name: _____ Father's Name: _____	WITNESS NO. 2 Name: _____ Father's Name: _____

Address: _____ _____	Address: _____ _____
CNIC No. _____	CNIC No. _____
Signature: _____	Signature: _____

