



**Government of Khyber Pakhtunkhwa
Standard Bidding Document
FOR**

**Procurement for Laboratory Chemical (General Items)
Medical Teaching Institution, (ATH) Abbottabad
Under National Competitive Bidding (NCB)**

**Tender (2026 to 2028)
2nd Tender (left over)**

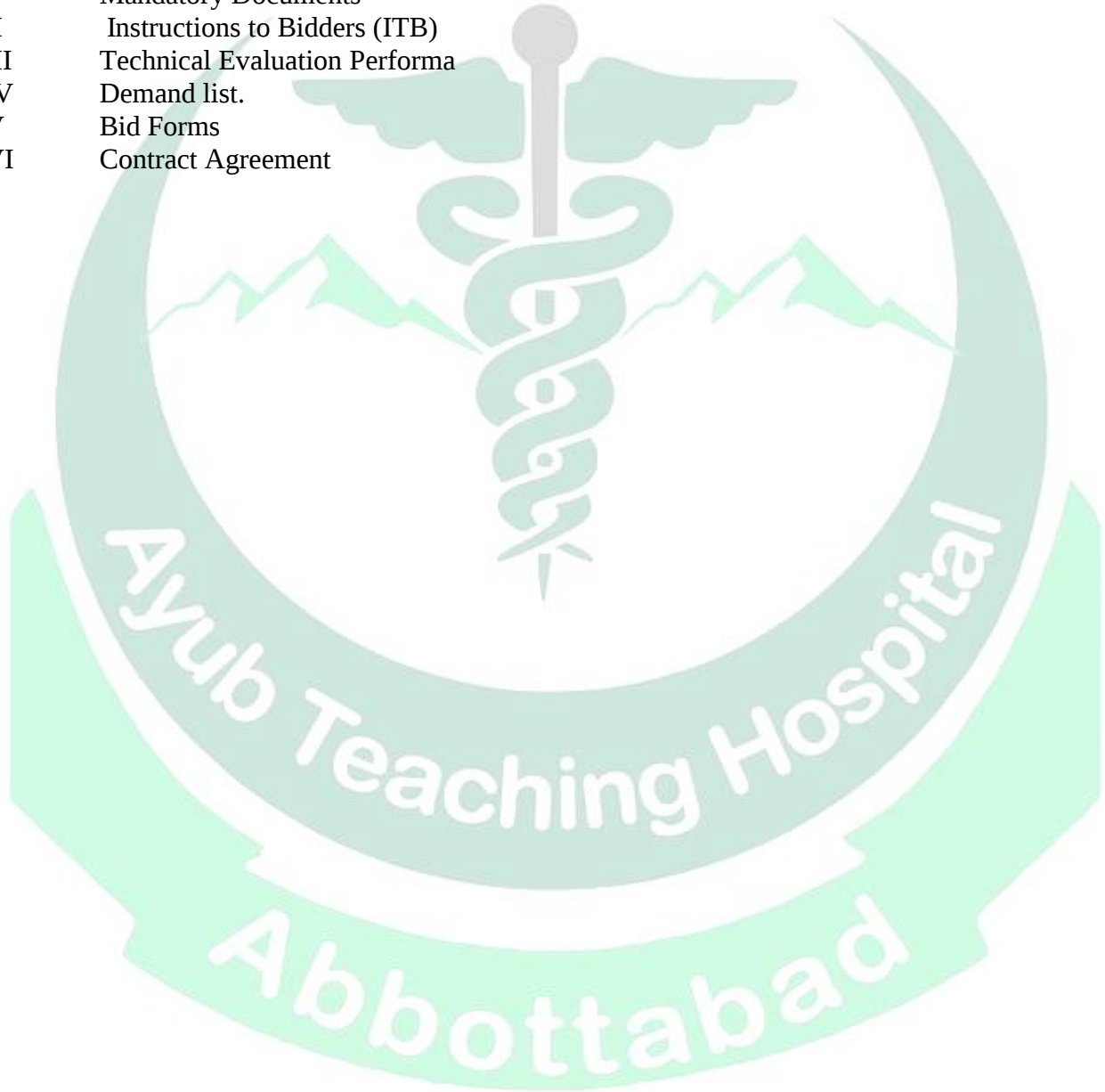
**Ayub Teaching Hospital
Abbottabad**

PREFACE

These Standard Bidding Documents have been prepared for use & prepared by the Ayub Medical & Teaching Institution Abbottabad, for procurement of Lab Chemicals General Item through National Competitive Bidding (NCB) Khyber Pakhtunkhwa via E-PADS.

The standard bidding documents for procurement of the said Bidding Documents are grouped in five parts.

Part-I	Mandatory Documents
Part-II	Instructions to Bidders (ITB)
Part-III	Technical Evaluation Performa
Part-IV	Demand list.
Part-V	Bid Forms
Part-VI	Contract Agreement



PART -I

Mandatory Documents

Manufacturer/Importer and shall be registered with DRAP or Authorized Distributors of Manufacturer/Importer having valid authorization certificate of the Manufacturer or importer, shall attach authorization certificates and DRAP registrations of respective manufacturer/importer and all the documents on behalf of the manufacturer/importer.
Valid NTN Registration Certificate and Active on ATL at the time of submission of Bids
Valid Sales Tax Registration Certificate and Active on ATL at the time of submission of Bids
Bank Account Maintenance Certificate for Last three year
Past Performance Certificate from ATH for those firm who have previously did business with ATH in the last Three financial Years
Certificate on Judicial Stamp Paper for (a) Non-Shareholder certificate, that no employee of MTI ATH Abbottabad is shareholder in my business, (b) the firm is not Blacklisted by any Government/Semi-Government Organization (c) the desired CDR is attached with Financial Bid , (d) “We declare that none of our directors, partners, or owners hold any directorship or ownership stake in any other firm participating in this specific tender process.” (e) That the firms have at least 40% of annual demand stock available in the inventory.
Integrity Pact (As per SBDs) on Judicial Stamp Paper
Copies of Product registration from DRAP of quoted items
Note: Non Provision of any of the above mandatory requirement leads to Disqualification of the firm
B. The submission of original CDR, bid challan or Bank Draft (Rs: 1500) and required Affidavit mention in in the SBDs shall be submitted before the closing time in the Procurement Department, 2nd floor ATH

PART -II

Instructions to Bidders (ITB)

(A) General:

1 Scope of Bid

AMTI invites bids for supply of Laboratory Chemical (General Item) 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 Source of Funds

AMTI Abbott bad

3 Eligible Bidders

3.1 This Invitation for Bidders (IFB) is open to all eligible registered manufacturers and registered importers or authorized distributor of manufacturer/importer for supply of lab chemicals (General items). The Importer must possess valid authorization from the Principal Origin Furthermore all the items quoted must be registered with the relevant forum.

3.2 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.

4. Corruption and Fraud.

4.1 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 of

5. Bidding for Selective Items.

A Bidder, if he so chooses, can bid for selective items from the list of goods provided for the schedule of Requirements. A Bidder is also at liberty to bid for all the goods mentioned in the Schedule of Requirements provided he fulfills the requirements.

However, a Bidder cannot bid for partial quantities of an item in the Schedule of Requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT

6. Special Eligibility Clause: Prohibition of Interconnected Bids & Conflict of Interest

1. Strict Prohibition of Common Ownership/Management:

Bidders must operate as entirely independent and competing entities. Two or more distinct firms or companies sharing a common Director, Partner, Majority Shareholder, or Executive Management Control are strictly prohibited from participating or submitting separate bids for the same tender.

2. Access to Information & Collusive Practices:

Any relationship between bidders, whether directly or through common third parties (such as shared directorship), that provides access to cross-company pricing, bidding strategies, or technical proprietary data shall be deemed a material Conflict of Interest and a Collusive Practice under Rule 2(1)(c) of the Khyber Pakhtunkhwa Public Procurement Rules, 2014.

3. Consequences of Violation:

If the Procuring Entity discovers a shared directorship or common management control between any competing firms during the technical evaluation, financial evaluation, or contract execution stages:

- a) All associated bids submitted by the interconnected firms shall be declared Non-Responsive and rejected immediately.
- b) The Bid Securities (Earnest Money) of all involved firms may be forfeited.
- c) The firms and their directors may face procurement ban/blacklisting proceedings under Rule 44 of the KPPRA Rules, 2014.

(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) KPPRA Rules, 2014.

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 uploaded files shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” OF LABORATORY CHEMICAL GENERAL ITEM in bold and legible letters to avoid confusion.
- iii) Initially the “TECHNICAL PROPOSAL” shall be downloaded; technical proposal is to determine the technical strength and consideration of the illegibility of the firm for the bidding process, which is to be carried out before the opening the financial bids.
- iv) The “FINANCIAL PROPOSAL” shall only be downloaded and opened after the successful Technical evaluation.
- v) The Technical Evaluation committee shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform the specified requirements.
- vi) During the technical evaluation no amendments in the technical proposal shall be permitted.
- vii) 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.
- viii) After the evaluation and approval of the technical proposal the Purchase committee shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- ix) The bid found to be the lowest offered price shall be accepted.

Preparation of Bids

(A) The Bidding Documents:

1. Contents of the Bidding Documents

The Bidding Documents include

2. Language of Bids.

2.1 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. Bid Price

3.1 The Bidders should quote the prices of the goods according to the technical specifications the technical specifications of goods; different from the required specifications shall straightway be rejected.

3.2 The Bidder is required to offer a competitive price which must include all the taxes, levies, duties, prescribed prices.

If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties, etc.

3.3 The benefit of exemption from or reduction in the taxes and duties shall be passed as per Govt. rules.

3.3 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offered shall be straightway rejected. Conditional or alternate offer shall also be considered as non-responsive bid.

3.4 While making a price quote, trends/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods or services shall be entertained.

4. Bid Currencies

Price shall be quoted in Pakistani Rupees.

5. Bid Validity

5.1 Bid Validity is for 90 days.

5.2 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.

5.3 Bidders who;

- a) Agree to the Competent Authority request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- b) Do not agree an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

6. Format and Signing Of Bids

6.1 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.

6.2 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.

6.3 The original 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 Contract. The person or person signing the bid shall initial all pages of the bid form.

6.4 Any interlinear actions, erasures or overwriting shall valid only if they are initiated by the person or persons signing the bid.

6.5 Any tempering, illegitimate inclusion or exclusion in any part of the Standard Bidding Documents shall lead to disqualification of the bidder.

7. Submission of Bids

The “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” of Laboratory chemical (General Items) shall be uploaded on E-PADS according to the dates mentioned in the advertisement.

8. Late Bids

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

9. Withdrawal of Bids

9.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for opening of bids.

9.2 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

1.1 All bids received through E-PADS shall be opened by the Tender opening committee (Purchase Committee) publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in Advertisement.

1.2 All Bidders in attendance shall sign an attendance sheet.

1.3 The Purchaser shall open one bid at a time and read out aloud its contents which may include name of the Bidder, the presence or absence of requisite bid security CDR amounting 500,000 PKR,

and such other details as the Purchaser, at its discretion, may consider appropriate if not in conflict with Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rule 2014 specifically Rule 37.

1.4 The Procuring cell shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

1.5 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.

1.6 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 by Tender opening committee, the bids will submitted to TEC FOR Technical Evaluations.

4. Examination of Financial BIDS

4.1 The firms achieved the qualified marks in technical evaluation against the quoted items so as its financial bids will be opened by Purchase Committee.

4.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the error, its bid shall be rejected, and its Bid Security may be forfeited.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

d) For the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the Selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.

e) 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.

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

5. 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.

6. Re-Bidding

6.1 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).

6.2 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.

Award of Contract

7. Acceptance of Bid and Award Criteria

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria and having the lowest evaluated 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.

8. Competent Authority Right to vary quantities at the time of Award

The competent Authority reserves the right at the time of the award of the Contract to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms or conditions

9. Notification of Award

9.1 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.

9.2 The notification of the award shall constitute the formation of the Contract between the competent authority and the successful Bidder.

9.3 The enforcement of the Contract shall be governed by the Rule 50 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works & Services Rules 2014.

10. Limitation on Negotiations

10.1 Negotiations that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder but only to minor technical, contractual or logistical details.

10.2 Negotiations may relate to the following areas; (the list is being provided as guidance as only and under no circumstances be treated as exhaustive and final):

- Minor alternation to technical details, such as scope of work, the specification or drawings;
- Minor amendment to the Special Condition of Contract;
- Finalization of payment schedule and ancillary details;
- Mobilization arrangements;
- Agreement on final delivery or completion schedules to accommodate any changes required by the Procuring Agency;
- The proposed methodology or staffing;
- Inputs required from the Procuring Agency;
- Clarifying details that were not apparent or could not be finalized at the time of the bidding;
- The Bidder's tax liability in Pakistan, if a Bidder is a foreign company.

11. Negotiations shall not be used to:

- Substantially change the technical quality or details of the requirement, including the task and responsibilities of the Bidder or the performance of the goods;
- Substantially alter the terms & conditions of the Contract;
- Reduce unit rates or reimbursable costs;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or proposals;
- Alter the submitted financial bid.

12. Signing of Contract

- I. After the completion of Contract Negotiations, the Purchaser shall send the Bidder the Contract Agreement Form provided in Part-Two: Section IV of these Standard Bidding Documents, incorporating all agreements between the Parties.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.
 - a) 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.

Total Technical Marks: 100 Marks (Note: Minimum qualifying score in technical evaluation is 70% i.e. 70 marks)

PART IV

DEMAND LIST.

Pharmacy Services Department, AMTI, Abbottabad
List of General Lab Items for Re Tender 2026-2027

The list contains items required to be provided by Pharmacy Services Department, AMTI, Abbottabad for the various sections of Pathology Department AMTI, as mentioned therein, for the upcoming tender.

s.no	Items Required	Sections
GENERAL ITEMS		
1.	Leishman stain	Hematology
2.	Leukocyte Alkaline Phosphatase Staining Kit	Hematology
3.	Sudan Black B Staining Kit	Hematology
4.	Reticulin Staining Kit	Hematology
5.	Coombs (anti human globulin) reagent	Blood bank
6.	Low Ionic Strength Solution (LISS) Reagent	Blood Bank
7.	3 CELL REAGENT (Red Blood Cell Antibody Screening Panel)	Blood bank
8.	6% Bovine Albumin Reagent	Blood bank
9.	Cefazolin 30ug Disc	Microbiology section
10.	Ampicillin-Sulbactam 20ug Disc	
11.	Gentamicin 10ug Disc	
12.	Trimethoprim-Sulfamethoxazole 25ug Disc	
13.	Cefuroxime 30ug Disc	
14.	Amikacin 30ug Disc	
15.	Tetracycline 30ug Disc	
16.	Ceftazidime-Avibactam 30ug/20ug Disc	
17.	Fosfomycin 200ug Disc	
18.	Imipenem-Relebactam Disc	
19.	Fosfomycin 200ug Disc	
20.	Ceftazidime-Tazobactam Disc	
21.	Aztreonam Disc	
22.	Ampicillin-Salbactam Disc	
23.	Doxycycline 30ug Disc	
24.	Minocycline Disc	
25.	Fusidic Acid 10ug Disc	
26.	E.Coli ATCC 35218 Reference Bacteria(Prepared Form)	
27.	Pseudomonas Aurigenosa ATCC 27853 Reference Bacteria (Prepared Form)	
28.	KOH Crystals 500gm	
29.	Lactophenol Cotton Blue Solution	
30.	API Staph Strips	
31.	API 20 Strips	

Dated: 11-9-2026

32.	API Strep Strips	
33.	MacConkey Broth	
34.	Hektoen Enteric Agar	
35.	Thiosulphate Citrate Bile Salts Sucrose	
36.	Sabouraud Dextrose Agar	
37.	Chrome Agar	
38.	Thioglycolate Broth	
39.	McConkey Agar	
40.	Culture bottles (pends)	Microbiology section
41.	Culture bottles (pends)	
42.	ANA kit	
43.	RA factor kit	
44.	Montoux	Microbiology section
45.	Cover slips	
46.	Slide box	
47.	Petri dishes	
48.	Slide box frosted	
49.	Filter paper	
50.	Capillary tube	
51.	Stool for H-pylori antigen	
52.	Stool for occult blood	
53.	Muller Hilton agar (oxid)	
54.	Duf Fast Stain	
55.	Blood agar	
56.	Cled agar	
57.	HVS Stick	
58.	Gram stain	
59.	ZN stain	
60.	Giemsa stain	
61.	Universal DNA/RNA Extraction Kit	PCR section
62.	Hepatitis B Virus Real Time PCR Kit	PCR section
63.	Hepatitis C Virus Real Time PCR Kit	PCR section
64.	JAK 2 PCR Reagent	PCR section
65.	Butterfly vacutainer	


Khizran Mir
Pharmacist
Pathology Department
AMTI, Abbottabad

Please find attached
the 1st draft for
signature
Dr. Anila Riyaz
Chairperson
Pathology Department
AMTI, Abbottabad

PART - V

MANDATORY STANDARD FORMS (1to5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

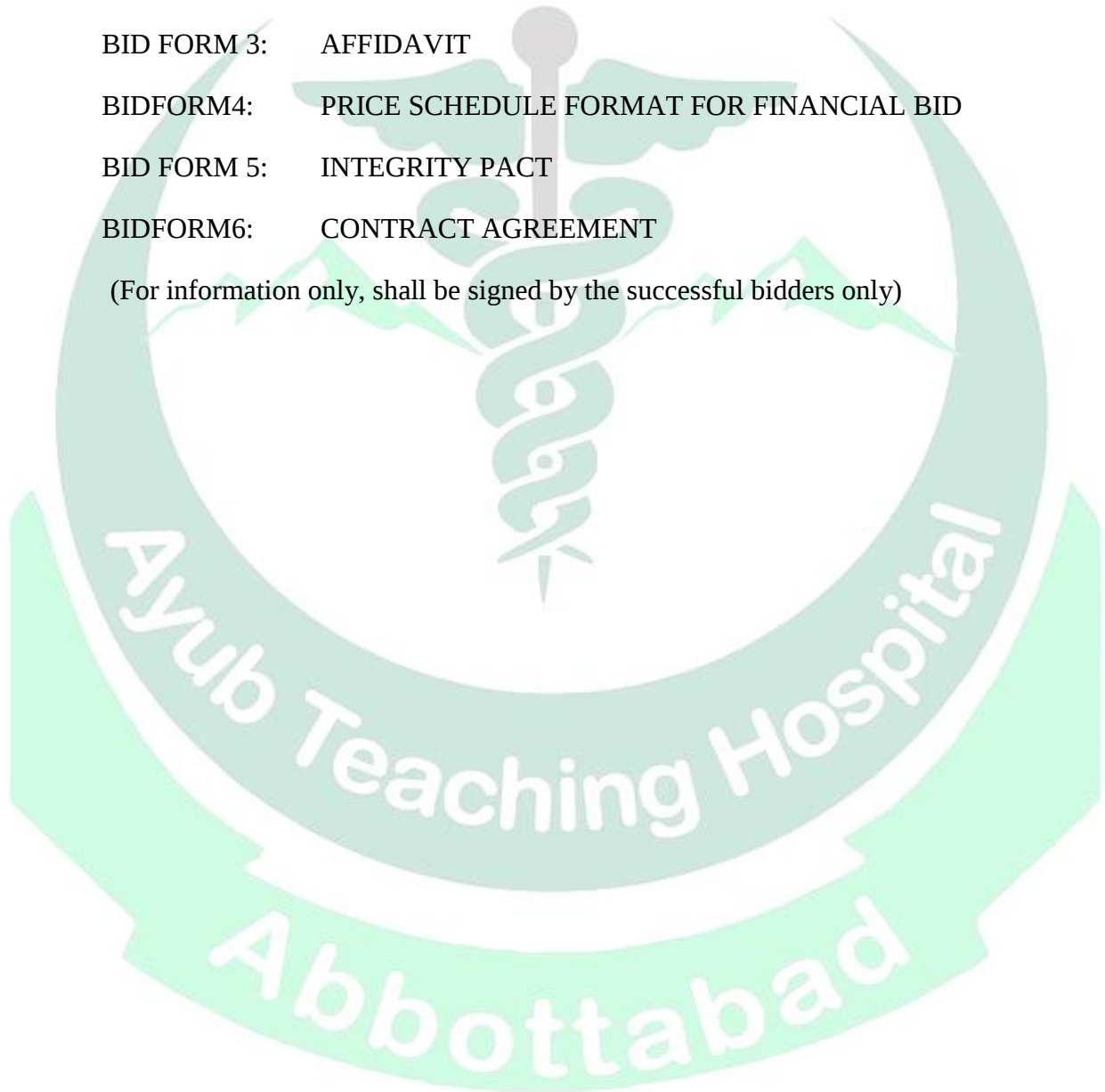
BID FORM 3: AFFIDAVIT

BIDFORM4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID

BID FORM 5: INTEGRITY PACT

BIDFORM6: 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 what so ever reasons, shall not be entertained in such a case.

S.No.	Name of the Bidding Firm:
1.	Please indicate whether the firm is: i. Manufacturer, or ii. Importer, or iii. Both; Manufacturer as well as Importer For various MTI ATH formulary items offered for this bidding competition. iv. Distributor
2.	Please indicate out of the following category/ies, under which the Firm is applying for bidding: i. Lab Chemical (General Items)
3.	Please provide names, attested copies of CNICs, two recent attested photographs, valid addresses in Pakistan, all working landline, mobile phone numbers and valid email address of the following: i. Owner/Proprietor of the Firm; and ii. Managing Director/CEO of the Firm; iii. Focal person should be an employee of the firm/bidder officially authorized for day-to-day official correspondence/communication if required with the procuring agency along with valid mobile number and email ID 2. Please provide clear, legible and visible attested photocopies of all the valid requisite items mentioned items)

4.	Please provide the following valid information regarding applicant Firm: i. Complete street address of the: a. Head Office b. Main ware house ii. Valid & working official Landline Phone and Fax Numbers; and iii. Valid Mobile phone number/s of the Focal Person registered which should be registered on his/her CNIC No. and name; and iv. Valid and functional Email address of the firm for all correspondence; and v. Official Website address/es.
5.	Please Provide DRAP Approved Price list along with offered prices in the financial bid of quoted items
6.	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

Bid Form 2

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: Laboratory Chemical (General Item)

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 and at the rates /unit prices described in the financial bid are not more than the trade price of quoted item/s in the market.

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 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:

Signed:

In the capacity of [insert: title or position]

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

BidForm-3

AFFIDAVIT (on Official Letter Head)

I/We, the undersigned [Name of the Supplier] hereby solemnly declare and under take that:

- 1) I/We, the undersigned, have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the under signed complies with the requirements enunciated in the bidding documents.
- 3) The Goods that I/We, the undersigned, 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 Bid Solicitation 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.

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

Signature with stamp:

Name:

Designation:

CNIC No.:

For Messrs.[Name of Supplier]:

Bid Form-4

Note: This form is to be submitted on E-PAD for financial bid and in Technical Bid without Quoted price

1. In case of, Medical Devices, the unit price of each item shall be quoted and submitted in the following format:

Form ulary No	Generic Name with sizes/ measurement s of quoted item	Trade / Brand Name of quoted item	Maximu m Retail Price (MRP) of the quoted item	DR AP Regi strati on NO:	Trade Price of quoted item (Unit price)	Rate Offered per unit in Pak. Rupees (Rs)for the quoted item	GST	Net offered Price:

BidForm-5

INTEGRITY PACT (on Judicial Stamp Paper)

Integrity Pact

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH
RS.10.00 MILLION OR MORE**

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA 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 PA.

Name of Procuring Agency: _____ Name of Supplier: _____

Signature: _____ Signature: _____

WITNESSES

Witness No. 1

Name: _____

Father's Name: _____

CNIC No.: _____

Address: _____

Signature: _____

Witness No. 2

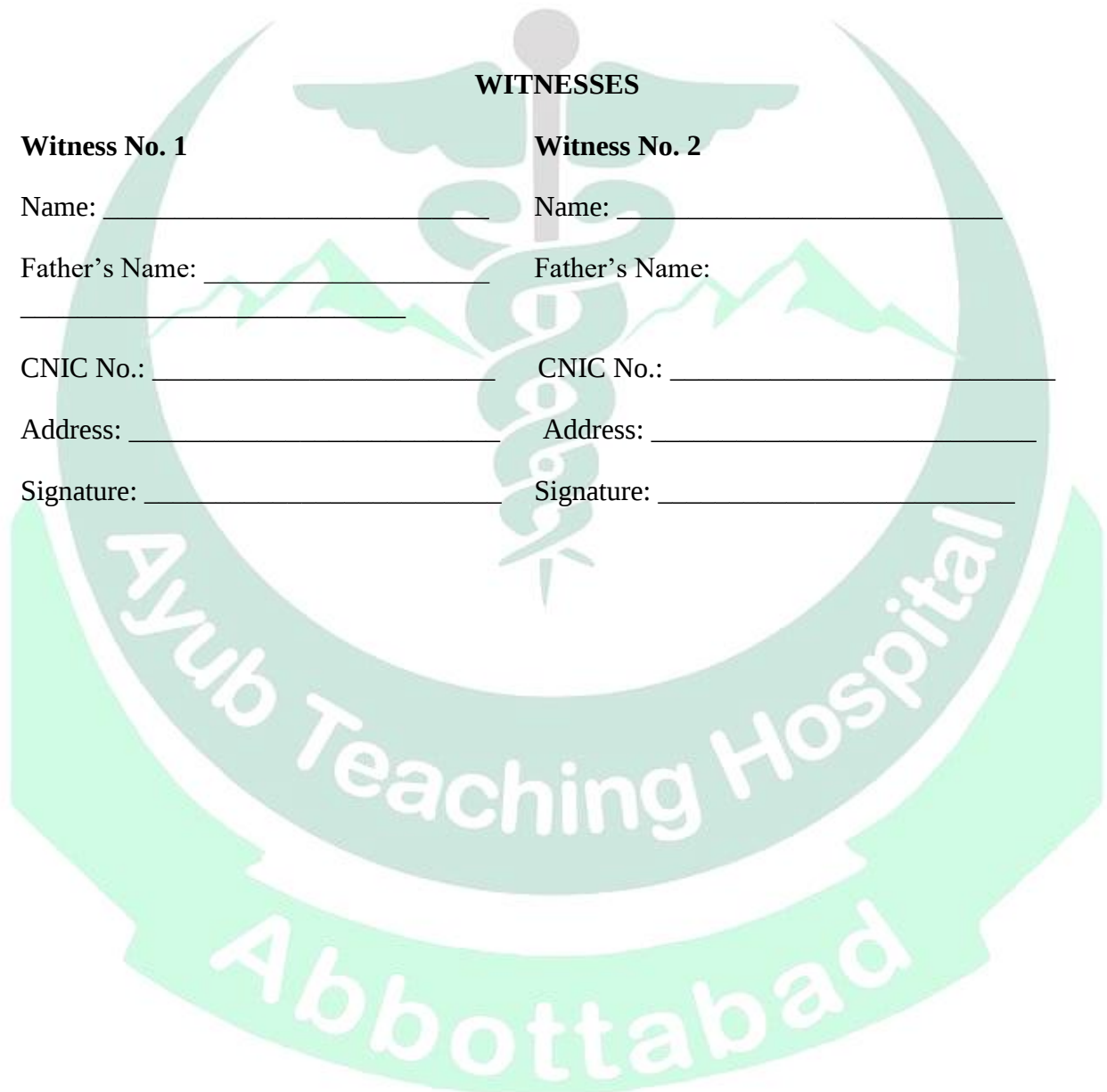
Name: _____

Father's Name: _____

CNIC No.: _____

Address: _____

Signature: _____



MTI ATH ABBOTTABAD

CONTRACT AGREEMENT

(For successful bidders)

This Rate Contract Agreement is made and agreed today on the _____ day of [Month], Year between the **Hospital Director, MTI ATH Abbottabad**, KPK, Pakistan (hereinafter referred to as the "Procuring Agency" or "First Party", which expression shall, where the context admits, be deemed to include the successors and/or assignee(s) of the Provincial Government of Khyber Pakhtunkhwa); and **Messrs. [Name of Supplier]**, through Mr. [Designation], CNIC No. _____, (hereinafter referred to as the "Supplier" or "Second Party", or "he", or "his", or "him", which expression, unless repugnant to the context, means and includes their legal heir(s), successors-in-interest, assignee(s), and legal representative(s)).

RECITALS:

WHEREAS the Procuring Agency has made a bidding competition under the approved Bid Solicitation Documents (BSDs) for the year 2026-2028 for the selection and rate contracting of Laboratory Chemical (General Items) (hereinafter referred to as "goods") for actual purchases to be made by the MTI ATH Abbottabad.

AND WHEREAS the Supplier has won the bidding competition for selected goods, as listed in **Schedule-1** of this contract agreement.

AND WHEREAS the Supplier declares that he is not a broker, middle-man, distributor, or authorized dealer acting on behalf of any entity or person, but is a genuine manufacturer and/or direct importer of the goods.

AND WHEREAS both parties agree that the Procuring Agency may purchase all, some, or none of the goods from the Supplier at its sole discretion, subject to the terms and conditions of the BSDs.

AND WHEREAS the Supplier shall supply all goods ordered by the Procuring Agency in the quantities and within the timeframes stated in the respective supply orders issued.

NOW, THEREFORE, BOTH PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Supplier Responsibility

The Supplier accepts full responsibility for the accuracy of the affidavit submitted with Bid Form-1 and acknowledges that any breach shall subject the Supplier to penalties and actions under applicable laws and BSDs.

2. Delivery Location

The Supplier shall deliver the goods exactly to the official address provided in the supply order.

3. Transportation & Handling

All logistics, including loading, unloading, and transport safety, are the sole responsibility of the Supplier.

4. Product Condition

The Supplier is fully responsible for maintaining proper environmental and handling conditions to ensure product safety and efficacy.

5. Logistics Charges

No extra charges for logistics, including toll tax, labor, or freight, may be claimed.

6. Specifications

All goods must match the specifications outlined in the BSDs.

7. Sampling and Testing

The Procuring Agency shall obtain samples for Drug Testing Laboratory (DTL) analysis. If goods are found non-compliant:

- a. Replacement is required within 7 days at Supplier's cost.
- b. Penalties apply for delay or non-replacement.
- c. Seized stock becomes case property.
- d. Supplier must ensure safe storage of seized goods.
- e. Destruction costs of non-compliant goods shall be borne by the Supplier.
- f. Standard quality goods will be returned to the Supplier.
- g. Supplier pays testing fees.

8. Shelf Life

Minimum shelf life:

- **85% for local products**
- **70% for imported products**

9. Public Disclosure

Supplier shall publish delivery details (batch, expiry, manufacturer, etc.) on its website, identifying MTI ATH as the recipient.

10. Legal Action for Violations

Any violation of law or BSDs may result in penalties or legal action including blacklisting.

11. Enforcement

MTI ATH may initiate legal action for non-compliance, including confiscation or blacklisting.

12. Packaging & Labelling

- a. Each unit must be labelled with “MTI ATH ABBOTTABAD SUPPLY – NOT FOR SALE.

13. Inspection Rights

MTI ATH may inspect manufacturing/importer/Distributor facilities and take necessary action if violations are found.

14. Validity of Contract

The Contract and offered Prices shall remain valid until June 30, 2028, or until finalization of next tender whichever is earlier.

Contract Extension

Contract may be extended annually up to two years with committee approval as per KPPRA Rule 31A (2014).

15. Performance Security

Bid security shall serve as performance guarantee and will be returned upon contract completion.

16. Warranty for Laboratory Chemical

Warranty must be provided as per Form-2A under DRAP/Drugs Act 1976.

17. Quality Consistency

All items must match quality and certifications evaluated during bidding.

18. Billing & Taxes

Supplier shall submit triplicate bills with complete documentation and shall bear all applicable taxes and duties.

19. Fraud/Misconduct

Any fraudulent act shall subject the Supplier to penalties under blacklisting guidelines (Ref No. 2440-2500/Proc. Cell, Dated: 30-08-2018).

20. Short Expiry Replacement

Supplier must replace short-expiry items upon request at least 6 months before expiry.

21. Force Majeure

Supplier must inform in writing (excluding email) of force majeure situations:

- a. Max 30-day extension may be granted.
- b. MTI ATH is not responsible for fiscal year-end fund lapses.
- c. Failure to supply after extension results in contract cancellation and forfeiture of security.

22. Delivery Time & Penalties

- **30 days** for manufacturers, & importers.
In case of delay supply,
- **5%** penalty for next 15 days and after 45 days of purchase order 7% penalty. (total 30 days without penalty and next 30 days with penalty)
- ○ Beyond **60 days** the procuring entity can procure the same at **Risk at Cost** of Supplier, forfeiting of CDR or potential blacklisting under intimation to KPPRA.

23. Completion of Pending Orders

Orders issued before finalization of the next tender must be fulfilled; penalties apply for default.

24. Short Expiry – Low Consumption

Supplier shall replace short-expiry items due to low utilization, if requested 3 months in advance.

25. Indemnity

Supplier agrees to indemnify MTI ATH officials against losses arising due to the Supplier's actions.

26. Anti-Corruption Clause

Any bribe or kickback results in liability up to 10x the bribe amount.

27. Annual Supply Data

Supplier shall submit full data of annual supplies before financial year close; CDR/BG release depends on it.

28. Dispute Resolution

Unresolved disputes shall be referred to the BOGs of MTI ATH through a Dispute Resolution Committee.

29. Item Regulation

MTI ATH may regulate item supply through restrictions or classifications under BSDs.

30. Contract Extension

Contract may be extended annually up to three years with committee approval as per KPPRA Rule 31A (2014).

31. Single Complying Bid

In case of single complying bid, contract may be finalized via negotiation for cost, delivery, or upgrades under KPPRA Rule 42A (2014).

32. Past Performance

A Past Performance Certificate shall be issued upon the written request of the firm, subject to satisfactory performance and fulfillment of contractual obligations.

In case any firm fails to supply the offered items within the stipulated time, or if the supplied items are reported to be of unsatisfactory quality by the end user/concerned department, a **Non-Satisfactory Performance Certificate** shall be issued. In such cases, the **Call Deposit Receipt (CDR)** shall also be liable to forfeiture in accordance with the applicable rules and terms and conditions of the contract.

_____ HOSPITAL DIRECTOR on Behalf of Medical Teaching Institution, Ayub Teaching Institution, Abbottabad	Signature: _____ Name: _____ Designation: _____ CNIC No. _____ Stamp: _____ For and on behalf of Manufacturers/Importer
WITNESSNO.1 Signature: _____ Name: _____ Father's Name: _____ Address: _____ _____ CNIC No. _____ _____ on Behalf of Hospital Director MTI ATH Abbottabad	WITNESSNO.2 Signature: _____ Name: _____ Father's Name: _____ Address: _____ _____ CNIC No. _____ _____ For and on behalf of Manufacturers/Importer