



**GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY**



**BID SOLICITATION DOCUMENTS FOR SUPPLY
OF HI-TECH LABORATORY EQUIPMENT FOR
FOOD TESTING LABORATORY OF KHYBER
PAKHTUNKHWA FOOD SAFETY & HALAL
FOOD AUTHORITY**

**No. KP-FS&HFA/AD(Pro)/11/2022-05
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PART ONE - SECTION I (INSTRUCTIONS TO BIDDERS)



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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds	1.1	The Procuring Entity has received Provincial Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (1) (l) of KPP Rules 2014 means: (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring Entity and upon approval by the Government of Khyber Pakhtunkhwa, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring Entity shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all eligible bidders/ Original Manufacturer/ Authorized 3S Dealer of the Original manufacturer. Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership is must
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Entity of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Rule 44(I) KPP Rules 2014.



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3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring Entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. The Bidding Documents
5. Content of Bidding Documents	5.1	The bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet (BDS) c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements (SOR) f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Document's clarification of the bidding documents which it receives



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		no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.
		C. Preparation of Bids
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.



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	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's Eligibility and Qualification	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction: a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country; b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of



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		Contract and/or Technical Specifications; and d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the



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		firm/bidder/Bidder who submits the bid] ¹
	15.2	The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms: The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to of the bid price @2% in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority". A pay order will not be acceptable.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB Clause 32; or ii. to furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
	16.2	In exceptional circumstances, the Procuring Entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to



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		modify its bid, except as provided in the bidding document.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID” as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” .
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



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	19.3	In order to avoid the delays, the Procuring agency will hold a Prebid meeting under Section 24 (6) of KPPRA Act 2012 as per details given In Bid Data Sheet. The purpose of the pre-bid meeting is to clarify the functional requirements of the Procuring agency and the feedback From the bidders so offered. This is in line with the general principles of procurement as enunciated under section 03 of the KPPRA Act 2012
20. Late Bids	20.1	Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification and Withdrawal of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Entity prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
		E. Opening and Evaluation of Bids
22. Opening of Bids by the Procuring Entity	22.1	The Procuring Entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are



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		not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring Entity will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for 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.
24. Preliminary Examination	24.1	The Procuring Entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. 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. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Evaluation and Comparison of Bids	25.1	The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring Entity's evaluation of a bid will be on delivered duty



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	<p>paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p>
25.3	<p>The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:</p> <ol style="list-style-type: none">a. incidental costsb. delivery schedule offered in the bid;c. deviations in payment schedule from that specified in the Special Conditions of Contract;d. the cost of components, mandatory spare parts, and service;e. the availability of spare parts and after-sales services for the equipment offered in the bid for Procuring Entity;f. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/org. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
25.4	<p>For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p> <ol style="list-style-type: none">a. Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the final destination.b. Delivery schedule.<ol style="list-style-type: none">i. The Procuring Entity requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.orii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period



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specified in the Schedule of Requirements.

or

- iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Deviation in payment schedule:

- i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Bidder.

or

- ii. The SCC stipulates the payment schedule offered by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d. Cost of spare parts.

- i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- ii. The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- iii. The Procuring Entity will estimate the cost of spare parts usage



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in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Entity or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

- e. Spare parts and after sales service facilities in the Procuring Entity's country.

The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- g. Performance and productivity of the equipment.

- i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.



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Alternative	25.4	<p>25.4 Merit Point System: The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet</p> <p>[In the Bid Data Sheet, choose from the range of]</p> <table border="1"> <tr> <td>Evaluated price of the goods</td> <td>60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td>0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Standardization</td> <td>0 to 20</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
	Evaluated price of the goods	60 to 90												
	Cost of common list spare parts	0 to 20												
	Technical features, and maintenance and operating costs	0 to 20												
	Availability of service and spare parts	0 to 20												
	Standardization	0 to 20												
	Total	100												
	26. Contacting the Procuring Entity	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.											
26.2		Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.												
		F. Award of Contract												
27. post-qualification	27.1	In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.												
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.												
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Entity will proceed to the next highest ranking fair bid to make a similar												



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		determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest-ranking fair bid as defined in Section-2(1)(c)(i) of KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29. Procuring Entity's Right to Vary Quantities at Time of Award	29.1	The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.
33 Performance Security	33.1	Within twenty (15) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Entity.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next



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		Highest ranking fair Bid or call for new bids.
34. Corrupt or Fraudulent Practices	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Bidders under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
35. Integrity Pact	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



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Part One - Section II (General Conditions of Contract)



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General Conditions of Contract

I. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">a. “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.e. “GCC” means the General Conditions of Contract contained in this section.f. “SCC” means the Special Conditions of Contract.g. “The Procuring Entity” means the organization purchasing the Goods, as named in SCC.h. “The Procuring Entity's country” is the country named in SCC.i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.j. “The Project Site,” where applicable, means the place or places named in SCC.k. “Day” means calendar day.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.



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	3.2	For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under the Contract if so, required by the Procuring Entity.
	5.4	The Supplier shall permit the Procuring Entity to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the



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		Procuring Entity the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or b. a cashier's or certified check.
	7.4	The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications specifies inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.
	8.4	The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested,



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		and passed by the Procuring Entity or its representative prior to the goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.
12. Transportation	12.1	The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;



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		<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>h. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.



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	15.2	This warranty shall remain valid for such months and years as specified in Special Conditions of Contract months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
	15.3	The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of



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		<p>the following:</p> <ol style="list-style-type: none">drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;the method of shipment or packing;the place of delivery; and/orthe Services to be provided by the Supplier.
	18.2	<p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.</p>
19. Contract Amendments	19.1	<p>Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
20. Assignment	20.1	<p>The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.</p>
21. Subcontracts	21.1	<p>The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p>
	21.2	<p>Subcontracts must comply with the provisions of GCC Clause 3.</p>
22. Delays in the Supplier's Performance	22.1	<p>Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.</p>
	22.2	<p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated</p>



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		damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	2.31	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	<p>The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ol style="list-style-type: none">if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; orif the Supplier fails to perform any other obligation(s) under the Contract.if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the</p>



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		benefits of free and open competition.
	24.2	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
27. Termination for Convenience	27.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the



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		<p>Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:</p> <ol style="list-style-type: none">to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



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PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Qualification and Evaluation Criteria
- Sample Forms
- Eligibility



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Part Two Section I. INVITATION FOR BID (IFB)



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No. KP-FS&HFA/HTLE/2024-25/07

INVITATION FOR BID

Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA) Peshawar invites sealed bids under National Competitive Bidding from Manufacturers and/ or Importers and/ or authorized agents for **Hi-Tech Laboratory Equipment, Chemicals & Reagents for FY 2024-25.**

Bidding shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per **KPPRA Rules-2014**. Complete set of bidding documents can be downloaded from the official websites: www.kpfsa.gov.pk and www.kppra.gov.pk till **Wednesday 05th March 2025.**

Interested bidders must submit sealed bids on or before **01:00 pm sharp, Thursday 06th March 2025 and shall be opened on the same day at 02:00 pm** in the presence of the bidders or their representatives, who choose to attend. Bid submitted after 1:00 PM shall not be entertained.

The bidders are required to submit their inputs/ reservations on Bidding Solicitation Documents including Specifications, Criteria etc. in writing on or before **20th February 2025**, a pre-bid meeting with the interested bidders will be held on, **21st February 2025** at **11:00 am** in the **Conference Room of Directorate General of Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Police Lines, Peshawar.**

Financial bid must be accompanied with Bid Security of **2%** of the bid value in the name of the Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar, which shall be from bank account of the prospective bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in disqualification of bidder as per **KPPRA Act 2012** and **KPPRA Rules 2014**. Technical bids must be accompanied with a photocopy of the bid security (not showing the amount) and an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid data Sheet is attached in the financial bid, failing which the technical bid will be considered as non-responsive.

The Khyber Pakhtunkhwa Food Safety & Halal Food Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

Assistant Director (Procurement)
Khyber Pakhtunkhwa Food Safety & Halal Food Authority
Tel#: 091-9212959



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Section II. Bid Data Sheet



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Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) **Part One**. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction		
ITB 1.1	Name of Procuring Entity:	Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
ITB 1.1	Name of Project:	N/A
ITB 1.1		Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the FY 2024-2025
ITB 1.1	Name of Contract:	Supply of Hi-Tech Laboratory Equipment for Food Testing Laboratory of Khyber Pakhtunkhwa Food Safety & Halal Food Authority for FY 2024-2025
ITB 6.1	Procuring Entity's Address, Telephone, Telex and facsimile numbers	Department: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Address: Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar Tel# 091-9212959 Toll Free# 0800-37432 Email: info@kpfsa.gov.pk
ITB 8.1	Language of the Bid:	Language of the bid is English .
Bid Price and Currency		
ITB 11.2	Quoted Price:	The price quoted shall be Delivered Duty Paid (DDP). The price quoted shall be in Pakistani Rupees (Rs) inclusive of all taxes and the incidental service charges.
ITB 11.5		The Price shall be fixed
Preparation and Submission of Bids		
ITB 13.2	Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted:	(i) That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: a) is incorporated in the country of manufacture of the Goods b) has been licensed by the regulatory authority in the country of manufacturer to supply the Goods; c) has manufactured and marketed the specific goods covered by this bidding document, for at least two (2) years, and for similar Goods for at least Three (3) years; (ii) That, in the case of a Bidder offering to supply Goods under



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		<p>the Contract that the Bidder does not manufacture or otherwise produce:</p> <ol style="list-style-type: none">that the Bidder has been duly authorized by a manufacturer of the Goods and Authorization letter on the original letter head of the manufacturer;Manufacturer of the Goods meets the criteria under (i) above to supply the Goods in Pakistan;That the bidder is incorporated in Pakistan, certificate of incorporation has been submitted; <p>The Bidder shall also submit the following additional information:</p> <ol style="list-style-type: none">registration certificate for National Tax Number and Sales Tax Number and must also be on active tax payer list.Supply completion certificates, audit reports, and other documents required as an evidence for technical evaluation.details of on-site quality control laboratory facilities and services and range of tests conducted (<i>if any</i>)
ITB 13.3 (d)	Qualification requirements:	<ol style="list-style-type: none">Manufacturer / Importer / Sole Authorized Agent of ManufacturerManufacturer's authorization(s) (Such authorization letter shall be furnished in accordance to the sample format of bid document) at (Annex-E)The bidder(s) must provide copy of Bidder's Certificate of Incorporation/ registration in Procuring Entity's country signed and stamped.The bidder(s) shall provide National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) on FBR.Verification: All relevant forms, Completion certificates, and other supporting documents submitted as evidence has been signed & stamped by the bidder or any authorized person for whom written authority letter has been submitted.Compliance to Agreement: Accepting all the conditions set forth in these Bid Solicitation Documents bidders must sign and submit each page of the SBD i.e ITB, GCC, SCC, Bid Data Sheet, Schedule of Requirements, Addendums / Corrigendum (if any) and other mandatory Form's provided etc



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		<p>vii) Bidder(s) must provide an Affidavit on judicial stamp paper of Rs. 50/- or more submitting following clauses that:</p> <ul style="list-style-type: none">a. Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts will be provided.b. That the bidder / firm will provide all durables, consumables, re-agents, spares etc for each equipment / item throughout the useful life & beyond useful life of equipment (if required).c. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.d. Conflict of Interest, (if any) has been declared along with Bid Solicitation Documents.e. That the country of origin of equipment / item is mentioned clearly and correct along with Product Name /Model, Catalogue No. (if any) & Manufacturer's Name.f. Standard Accessories as a part and parcel of the equipment / item are clearly mentioned and provided. In this regard bidder may be asked to provide general description of the Equipment packaging & its contents issued by the manufacturer.g. That the Bidder will provide after sales service during & beyond the period of warranty, as required under each equipment specified in Section IV Schedule of Requirements.h. That bidder has submitted Bid Security amounting to 2% of the proposed bid cost inside financial proposal as per requirements under KPPRA Rules 2014.i. That the Bidder will only provide Fresh, New and Genuine Goods / Items.j. Bid Validity period of 90 days has been provided.
ITB 15.1	Amount of Bid	The Bidder shall furnish, as part of its bid, a Bid Security



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	Security:	equivalent to 2% of the bid price of each item (separately) which the bidder is offering in Shape of CDR from the account of bidder /firm who submits the bid, in the name of the " Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority".
ITB 16.1	Bid validity period:	90 Days from the date of Technical Bid Opening i.e
ITB 17.1	Number Of Copies:	<p>The Bidder will prepare separate One original copy of the Technical and Financial Bids.</p> <p>In addition, the Bidder will prepare One duplicate copy (hard format) and One Soft Copy (in USB) of the Technical Bid. In the event of discrepancy between the original copy, duplicate copy and soft copy, the original copy will prevail.</p> <p>The Bidder will enclose the original copies of Technical & Financial bids and duplicate copy and soft copy of the Technical bid in separate sealed envelopes, duly marking the envelopes as:</p> <p>(i) “ORIGINAL COPY—TECHNICAL BID” (ii) “ORIGINAL COPY— FINANCIAL BID” (iii) “DUPLICATE COPY—TECHNICAL BID” (iv) “SOFT COPY—TECHNICAL BID in a USB in Microsoft Word or Microsoft Excel format. PDF with images will not be accepted.</p> <p>These envelopes shall then be enclosed in one single envelope. The inner and outer envelopes shall also:</p> <p>(i) Bear the name and address of the Bidder: (ii) Bear the following information: Procurement Title, IFB / NIT No and Bid Closing Date.</p>
ITB 18.2 (a)	Address for bid submission:	Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar.
ITB 18.2 (b)	IFB Title and IFB Number:	IFB Title: Supply of Hi-Tech Equipment No. KP-FS&HFA/AD(Pro)/
ITB 19.1	Deadline for bid submission:	Date: Time: 1:00 PM
ITB 19.3	Prebid Meeting	Date: Time: 12:00 PM



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ITB 22.1	Time, Date, and Place for Bid Opening:	Technical Bid Opening Date: Technical Bid Opening Time: 2:00 PM The Technical Bid opening will take place at Conference Room of the Khyber Pakhtunkhwa Food Safety & Halal Food Authority, New C&W Building, Ground Floor, Khyber Road, Police Lines, Peshawar.
Bid Evaluation		
ITB 23.1	Clarifications of Bids:	The Procuring Entity may ask the Bidder in writing, only for clarification regarding the received documents in the bid. However, no change in the prices or substance of the bid shall be sought, offered, permitted, or entertained. This communication shall be with the prior approval of Chairperson Procurement Committee.
ITB 25.3	Evaluation and Comparison of Bids:	Merit Point Evaluation / System: i) Compliance to Quality requirements ii) Compliance to Technical Specifications iii) Compliance to Performance Specifications iv) Additional Benefits (Quality, Technical & Performance) v) Reference letters provided vi) General & Specific Experience vii) Delivery Period viii) Warranty Provisions ix) After Sale Service
ITB 25.4 (b)	Delivery Schedule:	As per Section-IV “Schedule of Requirements”
Option (i)		Not Applicable
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of Spare Parts:	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities:	As per Section-IV “Schedule of Requirements” : Successful supplier will be required to provide after Sale Service during & beyond the period of warranty. Successful supplier will ensure 95% uptime during warranty period.
ITB 25.4 (f)	Operating and Maintenance Costs:	Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment:	As per Section-IV “Schedule of Requirements”



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ITB 25.4 (h)		<p>Evaluation of Bids will be based on following factors:</p> <ul style="list-style-type: none">i) Technical Specificationsii)iii)iv) General & Specific Experiencev)vi) Warranty Provisionsvii) After Sale Service (Availability of after sale Service facilities in Khyber Pakhtunkhwa) <p>Bidder(s) shall furnish, as part of its bid (along with Bid Forms & Price Schedule) the following documentary evidence to proof Bidder's qualifications to perform the Contract</p> <p>The bidder must provide documentary evidence for their past experience as a Satisfactory Performance Completion Certificates containing description of work, value of contract, date of completion and clients' along with purchase orders and contract agreements. All Satisfactory Performance Completion Certificates must be on the letter head of the issuing authority and shall be verified by an authorized person of the issuing authority by signing and affixing official stamp in addition to the verification provided by the bidder.</p>
ITB 28.1	Award Criteria:	<p>As per Section 2 (1)(c)(i) of KPPRA (Amendment) Act 2022 "Best Evaluated Bid" The highest-ranking fair bid where quality and cost are primary and secondary consideration respectively in accordance with the weightage defined for technical and financial evaluation criteria set forth here in these bid solicitation documents.</p> <p>Highest Ranking fair bid is the bid i.e Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.</p>
ITB 29.1		<p>The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
ITB 33.1	Performance Security:	<p>10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract</p>



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Section III. Special Conditions of Contract



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Special Conditions of Contract (SCC)

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The **Procuring Entity** is: **Khyber Pakhtunkhwa Food Safety & Halal Food Authority**

GCC 1.1 (h)—The **Procuring Entity's Country** is: **Pakistan**

GCC 1.1 (i)—The **Supplier** supplying Goods and Services under this Contract is: i) Original Manufacturer / Importer / Authorized Agent of Original manufacturer.

GCC 1.1 (j)—The **Project Site** is: Directorate General of **Khyber Pakhtunkhwa Food Safety & Halal Food Authority at New C&W building Ground Floor, Police Lines, Khyber Road, Peshawar.**

2. Country of Origin (GCC Clause 3)

GCC 3.1—All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the total Contract Price**

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests in accordance with the clauses of contract with Procuring Entity. It is mandatory for each equipment delivered to perform IQ, OQ, PQ prior to Inspection:

- a) Before the opening of the Financial Bid, immediately after the opening of technical bid, The Procuring Entity may require physical verification of offered equipment and Related services. The bidder shall arrange for demonstration of offered equipment within the period specified by the Procuring Entity. The bidder may be prepared to do so by arranging a visit to location where the offered equipment is installed and is operational.
- b) Bidder will also be required to provide such evidence that proves the conformity of technical & performance specification of the offered equipment. No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.
- c) The bidder will be disqualified for competition, if Procuring Entity declare that the bidder’s offered equipment / goods/ items did not meet the mandatory technical & performance requirements during physical verification or the bidder did not provide evidence to satisfaction of the Technical Committee in case sample is not available.
- d) The Procuring Entity may also examine the original documents related to the fitness of the offered Goods / items in all respects including but not limited to Bill of Lading / Airway bill(s), Goods



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Declaration(s), Certificate/ Declaration of Conformity/ Compliances/ Analysis, invoice etc.

- e) Before acceptance of the Equipment / Goods/ items the Procuring Entity will inspect, test and, if necessary, reject the goods after the goods' have arrived at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Procuring Entity during sample evaluation as mentioned above.
- f) Inspection and tests include but is not limited to:
- Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted Goods/ item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing.
 - Goods/ items will be examined and / or tested by Procuring Entity in a manner as deemed relevant and appropriate (including testing at specialized bodies). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

5. Packing (GCC Clause 9)

The goods, including all packaging and packing thereof, conform to the specifications of the Contract, including any applicable standards provided for in the Contract or, if no applicable standards are provided, the most recent authoritative standards issued by the relevant institution in the goods' country of origin. The goods are securely contained, packaged and marked in accordance with normal commercial standards of export packing for goods of this type and in a manner so as to protect the goods while in storage or in transit to their ultimate destination.

Labelling on the on the primary packaging of each unit of equipment or on the primary packaging of multiple equipment should contain the following where applicable:

- For products supplied sterile or for single use disposable devices, the label should clearly state STERILE and/or DISPOSABLE or SINGLE USE (or equivalent harmonized symbols). Additionally, a date of expiry is to be stated with clear indication to expiry year and month before which the device is considered to be safe to use. In order to verify the stated shelf life, the date of manufacture must be included in the label.
- Label should include the used sterilization method where applicable.
- Information for particular storage conditions that apply (temperature, pressure, light, humidity, etc., as appropriate must read in the package (or equivalent harmonized symbols).
- Information for handling (e.g. warnings) or instructions for use, if applicable (or equivalent harmonized symbols).

6. Delivery and Documents (GCC Clause 10):

The Supplier shall provide the following documents: GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Entity the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Entity:

- i Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;



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- ii Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii The Suppliers, in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 30 days from the date of announcement of successful bidder signing of this contract. The details of original documents to be furnished by the Supplier are as follows;
- iv Operational Manuals of the Equipment.
- v Service Manuals indicating step by step service / maintenance protocols of each Equipment.
- vi Periodic Preventive Maintenance schedules with recommended list of Parts / Kits to be replaced during useful life.
- vii A copy of Test / Inspection Procedure Manual of all equipment as duly recommended by the manufacturer. At the time of sample provision or at the time of final delivery the bidder may be required to perform all or any combination of random checks.
- viii Product model and part numbers, bar code (If available) and Catalogue.
- ix Traceable Certificate of calibration of Equipment / item must be provided.
- x Copies of the packing list identifying contents of each package;
- xi Insurance certificate;
- xii Manufacturers or Supplier's warranty certificate;
- xiii Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- xiv Certificate of origin.
- xv Original Calibration Certificate issued by manufacturer or recognized calibration service.

8. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.

9. Spare Parts (GCC Clause 14)

A list of Spare Parts necessary for the operations, functionality and that usually require replacement



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over the life of proposed equipment / item must be separately provided. Replacement period of such parts required after usual use of equipment must also be specified for each spare part. This requirement does not constitute any obligation of Procuring Entity to purchase such spare parts. In case no information is provided all cost for the replacement of such spare part must be borne by the supplier.

10. Warranty (GCC Clause 15)

Maintenance during warranty period will be the responsibility of the Supplier. An annual **optimal uptime of 90%** is considered as acceptable level of performance during the period of warranty.

The Procuring Entity shall promptly notify the supplier in writing for any claims arising under this warranty. Supplier will be bound to provide replacement of parts warranty instead of repair.

The Supplier will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.

The Supplier will bound to execute the maintenance according to the manufacturer's recommended protocol and will replace the components / kits recommended by the manufacturers for installation and Periodic Preventive maintenance

GCC 15.4

Execution of Warranty

Upon receipt of such notice, the Supplier / Manufacturer shall, with all reasonable speed, replace the defective Goods or parts thereof, without costs to the Procuring Entity.

Software and hardware up gradation of the computing system should be carried out as available during warranty period as desired by end user or as recommended by the manufacturer.

Supplier and/ or Manufacturer will guarantee the availability of spare parts and accessories for the system for the useful life of the equipment.

The Supplier will bound to execute the maintenance according to the manufacturer's recommended protocol and will replace the components / parts / kits recommended by the manufacturer for installation and Periodic Preventive maintenance.

GCC 15.4

The maximum response time for maintenance complaint from the destination specified in the Schedule of Requirements (i.e., time required for supplier's maintenance engineer to report at the site after a request call /fax/ email, or any method of communication) **shall not exceed 24 hours.**

During the Warranty and the SLA, the supplier will be required to maintain the equipment in good working condition for a minimum



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period of **329 days out of a period of 365 days. i.e. (90% uptime). 8 hours non-functioning** of the equipment will be considered as one day down time.

Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the **90%** guaranteed uptime. This guaranteed uptime shall be **calculated for each block of 365 days**. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within **4 days or 96 hours**, the supplier has to make arrangement for an alternative. Maximum time allowable for providing alternative equipment / item, correcting the fault would be **Seven (07) continuous days**.

In case equipment is not useable beyond the stipulated maximum down time the Supplier will be required to arrange for an immediate replacement of the same till such time it is so required. Failure to arrange for the immediate replacement of equipment will make the Supplier liable for a penalty at the rate of 0.25% of the price per non-functional unit per day and at 1.75% Week beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee

Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.

Down time will start when the Lab In charge or any other individual of the procuring entity, verbally or in writing inform the supplier regarding failure of equipment.

Down time will end once the repairs have been affected and the system is again available for practical work

Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination

All such warranties for the goods shall remain in effect for a period specified in or for such other longer period that the original Supplier of original manufacturer normally provides for such goods or a longer period agreed upon in this Contract after the goods are placed in use (the "Warranty Period")

GCC 15.5



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During any period in which the Supplier's warranties are effective, upon notice by Procuring Entity that the Equipment/ items do not conform to the requirements of the Contract, the Bidder shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse Procuring Entity for the purchase price paid for the defective goods. In the event the Bidder fails to repair or replace defective or non-conforming goods within a reasonable time, Procuring Entity may replace or repair the goods and charge or debit the Bidder for all costs connected therewith or, if such replacement or repair is not practicable.

The Bidder shall remain responsive to the needs of Procuring Entity for any services that may be required in connection with any of the Supplier's warranties under the Contract.

If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

For goods ordered, the Supplier shall provide or maintain a Service Level reasonably constituted to handle requests from Procuring Entity or its Members or other ultimate beneficiaries for technical assistance on maintenance, service repairs, and calibration of the Equipment/ item once the Warranty period expires.

Guarantees: Unless otherwise specified in the Contract, in addition to and without limiting any other Warranties, remedies or rights of Procuring Entity stated in or arising under the Contract, the Bidder guarantees and represents that:

- The goods are fit for the purposes for which such goods are specifically used and for purposes required by Procuring Entity. All equipment is of current manufacture and are of even quality and free from defects in design, workmanship, material and manufacture.
- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- The equipment is new and unused, and conforms to the operational, functional, analytical characteristics required by Procuring Entity and offered by the bidder through the technical bid.
- The Bidder shall remain responsive to the needs of Procuring Entity for any services that may be required in connection with any of the Bidder's guarantees under the Contract.



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- For equipment ordered, the bidder shall provide & maintain a Service Level reasonably constituted to handle requests from Procuring Entity's end users for technical assistance on maintenance, service repairs, and calibration of the Equipment/ item during warranty period without any additional cost.
 - If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.
 - Bidder shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the bidder, these guarantees are not attained in whole or in part, the bidder shall, at its discretion, either:
 - a) Replace the equipment/ item in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10,
- Or
- b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week of the total contract price for the first week, in case the supplier fails to deliver the required items by the second week, liquidated damages will be deducted at a rate equivalent to 1% per week up to a maximum deduction of 10% or less than of the total Contract price.

ACCEPTANCE OF GOODS: Under no circumstances shall Procuring Entity be required to accept any goods that do not conform to the technical specifications or requirements of the Contract. Procuring Entity may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall Procuring Entity be obligated to accept any goods unless and until Procuring Entity has had a reasonable opportunity to inspect the goods following delivery and all required inspection reports satisfactory to Procuring Entity have been provided. If the Contract specifies that Procuring Entity shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until Procuring Entity in fact provides such written acceptance. In no case shall payment by Procuring Entity in and of itself constitute acceptance of the goods.

II. Payment (GCC Clause 16) Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner:

- i. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered goods and services or such other sum as may become payable under the provisions of this Contract.
- ii. A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary



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evidence to the said effect.

- iii. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- iv. All payments to the Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities:
- v. 100% payment shall be made as a one-time payment after the delivery, installation, IQ, OQ, PQ, Inspection and Acceptance Certificate issued by the Procuring Entity.
- vi. In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a Certificate from the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.
- vii. Payment will be released after deduction of applicable Stamp Duty and DPR.

12. Prices (GCC Clause 17)

The price will remain fix. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.

13. Subcontracts (GCC Clause 21)

Subcontracts are not allowed.

13. Liquidated Damages (GCC Clause 23)

Applicable rate: **0.50%** per Week or **0.07%** per Day, up to a maximum deduction of a Sum \leq **10%** of the Total contract price.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with **The Arbitration Act 1940**. The jurisdiction of Court shall be of **Peshawar, Khyber Pakhtunkhwa**.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- **The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012**
- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**



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- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

17. Notices (GCC Clause 31)

GCC 31.1—Procuring Entity's address for notice purposes: **Directorate General, Khyber Pakhtunkhwa Food Safety & Halaal Food Authority, Ground Floor New C&W Building, Police Lines, Khyber Road, Peshawar**

Telephone(s): +92-91-921295

- 18. Duties & Taxes (GCC clause 32):** The Unit price quoted by the bidder shall be: inclusive of all applicable duties.



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SECTION IV. SCHEDULE OF REQUIREMENTS



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SCHEDULE OF REQUIREMENTS

All bids must meet the Technical Specifications and performance requirements specified for each equipment below at **(Appendix-1) “Technical Specifications”**. Non-conformity of the offered equipment with Technical & performance specifications of equipment below at **(Appendix-1)** will be non-responsive and will be rejected.

1. All bidders must submit the technical specifications, performance specifications etc of offered equipment/ item on the format provided in Section-VI “Bidding Forms” under **(Annex- G)**.
2. All certifications of regulatory bodies, Manufacturer authorizations and data/ documents shall be valid, attestation shall be in original and must be verifiable online through the issuing authority’s website. Committee may carry out the verifications on or before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be entertained.
3. Valid Certifications of the following authorized regulatory bodies as well as any other relevant authorized regulatory body that must cover the quoted equipment / items in its scope shall be acceptable:

Regulatory authority		Certification
European Union	Regulatory agency in the European countries	IEC 61010-1 IEC 61010-2-40 for safety
Japan	Japan Industrial Standards (JIS)	
USA	Food and Drug Administration (FDA)	
USA	U.S. Department of Agriculture (USDA)	
USA	Food Safety and Inspection Service (FSIS)	
ISO	International Organization for Standardization	ISO 9001:2015, ISO 9001-2000, ISO 17025:2017, ISO 17034:2016
USA	Association of Official Agricultural Chemists (AOAC)	

4. All certifications from accredited bodies, as the case may be, shall be valid and shall contain the quoted product(s) in its scope, moreover the accredited body shall be authorized to certify the quoted product(s).
5. Non-Provision of mandatory documents mentioned in these BSDs shall lead to disqualification of the firm / quoted items.
6. **Declaration of conformity:** Bidder shall provide a declaration of conformity to applicable regulation(s) and/or standard(s). Declaration of conformity shall be dated and signed by the manufacturer, it shall contain a reference to the proposed equipment (name and product code) and a list of relevant International Standards and directives for which the compliance is declared to.
7. **Compliance with Regulatory Requirements:** The proposed equipment in response to the requirements here in these bid solicitation document must be from manufacturer who is legally



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registered to manufacture the particular device by their national regulatory authority and has valid manufacturing license. Any official clearance or legal certificates.

8. **Instruction for Use/ Product Manuals:** Instructions for use and/ or manuals original copy published by the manufacturer must be provided. The same shall be in English language or if published in another language then a translated version along with the original shall be provided.
9. **Training:** Successful bidder will be required to provide Training to staff regarding method development, usage and complete operation of instrument.
10. The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence as well as information regarding offered Goods/ Equipment
11. Bid must include a manufacturer's brochure or leaflet describing the equipment being offered along with data sheet of each equipment to enable offered specifications to be verified. All such documents shall be in English language or shall be translated to English language.
12. The item should be new, and the bidder will ensure originality of the procurement channel as well as the item. Bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination (*if required*).
13. The bidder shall submit information related to principal / manufacturer's approved service center / workshop. Warranty card must be provided for all equipment.
14. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified for each equipment in **Schedule of Requirements**.
15. Payment will be released after complete & successful delivery, satisfactory installation, and acceptance of equipment by the Inspection Committee of the Procuring Entity and upon issuance of satisfactory inspection report.
16. Alternative bids and Conditional Bids will be disqualified.
17. Origin of the Equipment i.e Manufacturing country along with Model No & Name of Manufacturer of the offered equipment must be provided.
18. Calibration certificate issued by ISO 17025 accredited organization shall be submitted for ensuring calibration of equipment.
19. The following inspections and tests shall be performed:
 - a) The supplier must have the required Goods/ Equipment inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/ warranty certificate that the required Goods/ Equipment conform to written specifications.
 - b) Procuring Entity through its representatives may decide to inspect and/or test any or all item of the required Goods/ Equipment to confirm their conformity to the contract, prior to dispatch



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from the supplier(s) premises. Such inspection and clearance will not prejudice the right of the Procuring Entity to inspect and test the required Goods/ Equipment on receipt at destination.

20. If the required Goods/ Equipment failed to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective required Goods/ Equipment to the satisfaction of the Procuring Entity.
21. **Accessories:** The Supplier shall provide Original Equipment/ Manufacturer's standard accessories/tools as well as all the accessories stipulated in the Technical Specification as a part of the equipment/.
22. **IQ, OQ & PQ:** All supplier will be required to complete IQ, OQ, PQ of equipment as per manufacturer guidelines. Completed documents must be duly verified by the Lab In charge or any other individual nominated by the Procuring Entity. Each delivered equipment shall require completion of IQ, OQ & PQ and submission of documents in order to qualify for inspection by the inspection committee of the procuring entity.
23. **Consumables during Commissioning:** Supplier shall prepare sufficient quantity of reagents, test piece, etc. consumed during commissioning of the installed equipment/ including instructions on operation and maintenance, wherever applicable.
24. Unloading at the port, customs clearance, inland transportation, unloading and unpacking at site, assembling and installation, testing, commissioning and instructions on site including labor and any equipment to be used during installation, and documentation shall be borne by the supplier/authorized representative in Pakistan.
25. **Installation and Inspection:** Each equipment/ shall be securely installed at designated locations in accordance with the instructions. Prior to the installation, the Supplier shall check and inspect the connection and request the Procuring Entity to arrange the utility supply from installed outlet by making proper adjustment wherever necessary. The Supplier shall check all components of the equipment/ to ensure that their working conditions are good in presence of the Procuring Entity's representative(s).



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LIST OF REQUIRED HI-TEC EQUIPMENT

Sno	Equipment Name
1	LC-MS
2	Enzyme Linked Immunosorbent Assay (ELISA) Reader
3	Atomic Absorption Spectrophotometers
4	Real Time PCR
5	UV VIS Spectrophotometer
6	Automatic Karl Fischer Titrator
7	Sample Homogenizer / Lab Blender
8	Fiber Analyzer
9	Automatic Polarimeter
10	Handheld Flow Cytometer
11	Soxhlet Apparatus
12	Fully Automatic Kjeldahl Apparatus (Nitrogen Distillation Unit Digestion Block Complete Automatic Set)
13	Gluten Analyzer
14	Frost free Double Door Side by Side Refrigerator (Vertical)
15	ULT Freezer Chest
16	Colorimeter
17	Autoclave Vertical
18	Automated Glassware washer
19	Micropipette
20	Gerber Centrifuge
21	Gel Electrophoresis
22	Portable NIR Spectrometer
23	Glassware Drying cabinet

CHEMICALS, RE-AGENTS & LAB CONSUMABLES (FRAMEWORK AGREEMENT)

Sno	Item Name
1	Nutrient Agar (NA)
2	Tryptic Soy Agar (TSA)
3	Plate Count Agar
4	MacConkey Agar



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Sno	Item Name
5	Eosin Methylene Blue (EMB) Agar
6	Hektoen Enteric Agar (HEA)
7	Mannitol Salt Agar (MSA)
8	Xylose Lysine Deoxycholate (XLD)
9	Buffered Peptone
10	Selenite Cystine Broth
11	Tetrathionate Broth
12	Lactose Broth
13	Violet Red Bile Agar (VRBA)
14	Listeria Enrichment Broth
15	Cetrimide Agar
16	Sabouraud Dextrose Agar (SDA)
17	Rappaport-Vassiliadis Soy Peptone (RVS) Broth
18	Bacterial gram staining kit
19	Nutrient broth
20	SS media
21	Hexane
22	Diethyl Ether
23	Anhydrous Sodium Sulfate (Na_2SO_4)
24	Ethanol or Isopropanol
25	Sodium Metabisulfite ($\text{Na}_2\text{S}_2\text{O}_5$)
26	Sulfuric Acid (H_2SO_4) .
27	Sodium Hydroxide (NaOH).
28	Catalysts - mixture of potassium sulfate (K_2SO_4) and copper (II) sulfate (CuSO_4)
29	Distillation Reagent, boric acid (H_3BO_3)



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Sno	Item Name
30	Indicator Solution - methyl red or bromocresol green-methyl red mixture
31	Standard Acid Solution - Hydrochloric acid (HCl) OR sulfuric acid (H ₂ SO ₄)
32	Standard Base Solution - Sodium hydroxide (NaOH)
33	Benzoic Acid (C ₇ H ₆ O ₂)
34	Lithium Citrate Buffers -Difference pH levels (e.g., pH 2.2, 2.6, 3.0) for ion-exchange chromatography
35	Sodium Citrate Buffers
36	Acetonitrile (Pure) (HPLC Grade)
37	Methanol - HPLC Grade
38	Phenyl isothiocyanate (PITC) - Used in pre-column derivatization (e.g., for PTC amino acid analysis).
39	Amino quinolyl-N-hydroxysuccinimidyl Carbamate (AQC) - Used in derivatization for better detection.
40	O-Phthalaldehyde (OPA) - Commonly used with a thiol (like 2- mercaptoethanol) for fluorescence detection.
41	Ninhydrin - Used for post-column derivatization in ion- exchange chromatography, producing a colorimetric response.
42	Hydrochloric Acid (HCl) - For hydrolysis of proteins/peptides.
43	Sodium Hydroxide (NaOH) - For neutralization after hydrolysis.
44	Internal Standards - Known amino acids for calibration and quantification.
45	Ethanol - used for cleaning and maintenance of the system.
46	Sodium Azide - added to buffers to prevent microbial growth.
47	Formic Acid - used in mobile phases or for sample preparation.
48	N HCl - For protein/peptide hydrolysis.
49	Ammonium Hydroxide (NH ₄ OH).
50	Sulfuric Acid (H ₂ SO ₄) - Concentrated sulfuric acid (90-91%)
51	Amyl Alcohol (Isoamyl Alcohol or Pentanol)



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Sno	Item Name
52	Acrylamide/Bis-acrylamide
53	Tris Base - Buffer component to maintain pH
54	SDS (Sodium Dodecyl Sulfate)
55	Ammonium Persulfate (APS)
56	TEMED (N,N,N',N'-Tetramethyl ethylenediamine)
57	Mercaptoethanol or DTT (Dithiothreitol)
58	Glycerol
59	Bromophenol Blue
60	Protein Ladder/Marker
61	Coomassie Brilliant Blue - Common protein stain
62	Fixing Solution - Usually a mixture of methanol and acetic acid
63	Destaining Solution - Typically a mixture of methanol, acetic acid, and water for Coomassie Brilliant Blue stain
64	Methanol – (HPLC Grade, 99.9%)
65	Acetic Acid - Used in fixing and destaining protocols
66	Concentrated Hydrochloric Acid (HCl) -
67	Paraffin or Gelatin Capsules
68	Acetone
69	Potassium Permanganate ($KMnO_4$) Sodium Carbonate (Na_2CO_3)
70	Sodium Carbonate (Na_2CO_3)
71	Sodium Chloride (HPLC Grade)
71	Type-I (Ultrapure Water <0.05)
72	
73	Whatsman folded filter paper (185 mm, 100 pcs)
74	Filter Cup (12 pcs)



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Sno	Item Name
75	Immunity Column Manifold for UHPLC
76	1.5 mL vials and inserts
77	Whatman glass fiber filter paper (0.2 micron, 47 dia)
78	Pear Shape Flask
79	2 ml tube for UHPLC
80	AHN Filter Tube (1.2-micron, 0.8 ml, 100 pcs)
81	Sodium Hypo-chloride
82	Nylon Filter paper
83	Acetone
84	Propanol
85	CDR Food Lab Rancidity Value
86	CDR Food Lab Iodine Value
87	CDR Food Lab Soap Content
88	Sodium Standard (1000 ppm)
89	Chloride Standard (1000 ppm)
90	Magnesium Standard (1000 ppm)
91	Potassium Standard (1000 ppm)
92	Calcium Standard (1000 ppm)
93	Lithium Standard (1000 ppm)
94	Reagent Reservoirs 25 mL
95	Reagent Reservoirs 50 mL



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APPENDIX-I

All Bidders must provide compliance data of each equipment using following templates for each of the required equipment. All bidders are advised not to copy and paste technical specifications provided in these bid solicitation documents.

TECHNICAL SPECIFICATIONS

Liquid Chromatography Mass Spectrometry (LC-MS)

Specifications	Requirements
Flow Range	1 to 4,000 $\mu\text{L}/\text{min}$
Min ($\mu\text{L}/\text{min}$)	1
Max ($\mu\text{L}/\text{min}$)	4000
Accuracy of Flow Rate	1%
Precision of Flow Rate	0.075% RSD
Maximum Pressure	18,850 psi
Working Temperature	18 to 25°C
Humidity Range	20 to 60% RH
Flowing Phase Selection	Two solutions (A and B, or C and D) can be selected using solvent selection valve
Injection Mode	Full loop injection, partial loop injection, microliter pickup
Injection Repeatability	Full loop
Maximum Sample Capacity	384 bits (96 bits for standard liquid injection)
Column Oven Temperature Range	RT +5 to 90°C
Temperature Control Mode	Preheating of flowing phase + forced air circulation
Column Capacity	5x 250mm long chromatographic columns
Ion Source Gas Supply	1 loop of nitrogen for atomizing and 2 loops for desolation (0 to 2 L/min atomizing, 0.15 L/min desolation)
Maximum Spray Voltage	6 kV
Blowback Gas Design	Nitrogen (0-5 L/min) for solvent removal and reducing neutral molecules
Heating of Vacuum Interface	Can be heated to 110°C
Ion Transmission System	4-stage differential vacuum design with quadrupole transmission
Mass Analyzer	Triple quadrupole mass analyzer
Quadrupole Material	High-precision pure Mo material for mass axis stability
Collision Cell	Axial acceleration design with nitrogen collision gas (purity 99.999%)
Resolution	0.4 to 2 AMU
Mass Stability	Better than 0.1 AMU per 24 hours
Scanning Speed	20,000 AMU per sec
Number Of MRM Channels	100 channels per sec



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Liquid Chromatography Mass Spectrometry (LC-MS)

Specifications	Requirements
Mass Range	5 to 1,000 AMU
Dynamic Range	6 orders of magnitude
Sensitivity (ESI+): 1 pg reserpine, S/N 100,000	1 pg reserpine, S/N 100,000:1
Sensitivity (ESI-): 1 pg chloramphenicol, S/N 100,000	1 pg chloramphenicol, S/N 100,000:1
Scanning Functions	Full scan, SIM, product ion scan, precursor ion scan, neutral loss scan, MRM, positive/negative ion switching scan
Detector Multiplier Technology	Long service life, ensuring long-term data stability
Pulse-Counting Detector	Ensures data reproducibility at low limit of detection
Polarity Switching Time	50ms
Vacuum System	Mechanical pump and turbo molecular pump with differential pumping system
Operating System	Windows XP or above
Software Features	Controls LC-MS, automatic quantification, mass spectrometry data analysis, and spectral database retrieval
Computer System	Brand computer, 4GB memory, 1TB hard disk
AC Stabilized Power Supply	15KVA, input voltage of 140V-300V, output 220 V \pm 1%
Laser Printer	6018L, black and white laser printer
Nitrogen Generator flow	24 L/min
Mechanical Pumping Speed	116 psi
Mechanical Pump Power Supply	65 m ³ /h

Enzyme Linked Immunosorbent Assay (ELISA) Reader

Specifications	Requirements
Detection Mode	Absorbance
Read Methods	Endpoint, kinetic and well area scanning (under computer control)
Microplate Types	6-, 12-, 24-, 48-, 96-well microplates; 384-well and Terasaki trays (NB configurations)
Temperature Control	To 50 °C
Shaking	Linear (except NB configurations)
User Interface	4.3" color LCD touchscreen display



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Enzyme Linked Immunosorbent Assay (ELISA) Reader

Specifications	Requirements
Onboard Software	Up to 40 user-programmable protocols
Software	Gen5 Software for external computer control and data analysis (Optional)
Photometer Specifications	
Light Source	Tungsten halogen lamp
Detector	Photodiode
Wavelength Selection	Filters
Wavelength Range	400 - 750 nm; 340 - 750 nm (UV configurations)
Filter Capacity/Supplied	5 positions/4 (5 with UV configurations)
Dynamic Range	0 - 4.0 OD (normal & rapid read modes)
Resolution	0.001 OD (standalone mode) 0.0001 OD (under Gen5 control)
Od Accuracy	Normal read mode $\pm 1.0\%$ ± 0.010 OD from 0.0 to 2.0 OD @ 405 nm
Od Linearity	Normal read mode $\pm 1.0\%$ ± 0.010 OD from 0.0 to 2.0 OD @ 405 nm
Od Repeatability	Normal read mode $\pm 0.5\%$ ± 0.005 OD from 0.0 to 2.0 OD @ 405 nm
Read Speed	96 wells, single wavelength Normal/Rapid/Sweep read mode: 30 seconds/18 seconds/11 seconds

Atomic Absorption Spectrophotometer Specifications

Specifications	Requirements
Electrical	Auto selectable 100V to 230V 50/60Hz input
Power Consumption	.5 A
Optics	
Detector	model 928; wide range general purpose, 190-930nm



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Atomic Absorption Spectrophotometer Specifications

Specifications	Requirements
Optional Detectors	model 955; UV enhanced, wide-range, 190-930nm
Lenses	Supracil - amorphous silica
Monochromator	0.25m Ebert mount
Grating	32nm x 27nm; 600 grooves/mm
Wavelength adjustment	3 digit motor driven, 0 to 1000nm ± 0.1 nm
Reproducibility	± 0.1 nm
Resolution	variable slit - 2Å, 7Å, and 20Å
Operating Modes	
Absorbance/Emission	-0.0820 to 3.2000
Concentration	to 5 significant digits
Integration Period	0.1 to 99.9 seconds
Screen Refresh	0.224, 0.448 or 0.896 seconds
Recorder Output	VIV/ABS (-0.08 to 3.2V)
Background Correction	In-line Deuterium Arc
Hollow Cathode Lamps	
Dimension	1.5" OD
Striking Voltage	500V
Lamp Current	0 to 18 mA average current (typical current is 1.5-8.0 mA)
Duty Cycle	25%
Modulation Frequency	142 Hz Nominal
Burner Assembly Design	Polyethylene Pre-mix chamber, glass impact bead dispersion
Burner Head	Titanium; air-acetylene head - 4" x 0.026" single slot (nitrous oxide head - 2" x 0.019" single slot)
Adjustments	Horizontal and Vertical positioning
Average Noise (at 3)	0.0018 ABS (Cu at 324.7nm, 7Å slit, 5 sec. int)



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Atomic Absorption Spectrophotometer Specifications

Specifications	Requirements
Sensitivity	See specific element chart (Sect. 4)
Reproducibility	<±5% relative standard deviation

Real-Time PCR

Specifications	Requirements
Maximum ramp rate, °C/sec	2.5
Average ramp rate, °C/sec	2
Heating and cooling method	Peltier Lid, °C 30–110
Temperature	
Temperature Range, °C	4–100
Temperature Accuracy, °C	±0.2 of programmed target at 90°C, ±0.4 well-to-well after 10 sec of arrival at target
Temperature Uniformity, °C	
Gradient	
Gradient Operational range, °C	30–100
Programmable span, °C	1–24
Optical Detection	
Excitation	6 filtered LEDs
Detection	6 filtered photodiodes
Range of excitation wavelengths, nm	450–684
Range of emission wavelengths, nm	515–730
Sensitivity	Detects 1 copy of target sequence in human genomic DNA
Dynamic range	10 orders of magnitude
Software Operating systems	Windows 10
System Sample capacity, wells	96-well



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Real-Time PCR	
Specifications	Requirements
Sample size, μ l	10–125
Communication interface	USB 2.0
Electrical approvals	IEC, CE
Dimensions (W x D x H), cm/in	33x56x36 / 13x22x14
Weight, kg/lb	22/48
Touch Screen	Adjustable from 15°–22°
Embedded Operating System	Windows 10
Onsite Equipment Installation & Customer Application Training	Yes

UV-VIS Spectrophotometer	
Specification	Requirements
Operating Mode	Transmittance (%), absorbance, and concentration
Source Lamp	Tungsten (visible range), deuterium (UV range)
Display	TFT 7 inch WVGA color touch
Data Logger	5000 data points (result, date, time, sample-ID, user-ID)
Wavelength Range	190 - 1100 nm
Preprogrammed Methods	> 250
Wavelength Accuracy	± 1 nm
User Programs	200
Wavelength Reproducibility	< 0.1 nm
Sample Cell Compatibility	Rectangular: 10, 20, 30, 50 mm, 1 inch; round: 13 mm, 16 mm, 1 inch; Optional 100 mm rectangular cell with additional adapter
Wavelength Resolution	0.1 nm
Wavelength Selection	Automatic, based on method selection



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UV-VIS Spectrophotometer

Specification	Requirements
Spectral Bandwidth	2 nm
Scanning Speed	900 nm/min (in 1 nm steps)
Photometric Measuring Range	± 3 Abs
Operating Conditions	10 at 40 °C, max. 80% relative humidity (non-condensing)
Photometric Accuracy	5 mAbs at 0.0-0.5 Abs
Photometric Linearity	<1% at 0.5-2.0 Abs at 546 nm
Photometric Linearity	0.005 - 2 Abs
Stray Light	<0.01 at > 2 Abs with neutral glass at 546 nm KI-solution at 220 nm
Stray Light	<3.3 Abs/ < 0.05%
Storage Conditions	-25 to 60 °C max. 80% relative humidity (non-condensing)
Enclosure Rating	IP20 with closed lid
Interfaces	USB type A (2), USB type B, Ethernet, RFID module

Automatic Karl Fischer Titrator

Specification	Requirements
Measurement Range	30 ppm to 100%
Resolution	0.01 ml
Repeatability	< 0.01
Moisture Display Resolution	1 ppm
Capacity of Burette	> 25 ml
Capacity Error	< ± 0.002
Linear Correlation Coefficient	> 0.998
Sensitivity	10^{-6} A



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Automatic Karl Fischer Titrator

Specification	Requirements
Automatically Loads and Injects	Yes
3-Way Diversion Valve	Yes
Titrate Water in Liquid and Solid State	Yes
	3 way diversion valve facilitates efficient sample introduction and reagent addition
	Automatically loads & injects, titrates and removes the waste liquid

Sample Homogenizer/Lab Blender

Specification	Requirements
Material	Stainless steel 304 L
Screen	Multifunctional digital screen
Door	Plain & Fully opening door (270°)
Tight Closing	Yes, no leaks from the top of the bag
Removable Paddles	Yes
Side-by-Side Paddle Stop	Yes
Adjustable Blending Power	Yes
Useful Volume	5 - 80 mL
Variable Speed	3, 6, 9, 12 strokes
Variable blending Time	1 sec to 1 hour

Fiber Analyzer

Specification	Requirements
Hot Extraction Unit	Fiber determination system



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Fiber Analyzer

Specification	Requirements
Includes	Hot Extraction Unit, Standard accessory kit
Standard accessory kit includes	Reflector
	Reagent bottle 1
	Reagent bottle 2
	Water spray device
	Beaker
	Funnel
	Water aspirator
	Holder for 6 crucibles
	Stand for 6 crucibles
	Crucibles P2 6/set
	User manual
Sample size	0.5 - 3 g
Measuring range	0.1% - 100%
Capacity per batch	Up to 6 samples simultaneously
Capacity per day	36 analyses (crude fibre method)
Repeatability	±1% relative at 5% - 30% fibre level
Water supply	Tap water for condensers (approximately 2 L/min) and water aspirator (during filtration)

9. Automatic Polarimeter

Specifications	Requirements
Measurement mode	Four modes: optical rotation, specific rotation, concentration, and international sugar content
Calibration mode	Automatic Calibration



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



9. Automatic Polarimeter

Specifications	Requirements
Measuring Range	$\pm 89.999^\circ$, $\pm 259Z^\circ$
Minimum reading	0.001° (optical rotation)
Accuracy	$\pm 0.01^\circ$ ($<45^\circ \leq$ optical rotation $\leq +45^\circ$)
Repeatability	0.002° (optical rotation)
Measurable sample min. transmittance	0.01
Light source	LED
Working wavelength	589.3 nm
Test tube	One 200 mm & One 100 ml
Temperature control mode	Built-in semiconductor
Temperature control range	10 to 45 °C
Temperature control accuracy	$\pm 0.2^\circ\text{C}$
Display mode	7-inch TFT touch screen
Data storage capacity	1000 sets of data
Interface	USB, RS232

Handheld Flow Cytometer

Specification	Requirements
Technology	Impedance Flow Cytometry
Time to Results	Total Viable Counts in 30 seconds
Enhanced process control	Point-of-need, direct, real-time counts
Application	On-site microbiological testing of laboratory surfaces, liquids and rinse water samples



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Handheld Flow Cytometer

Specification	Requirements
Detection Method	Impedance flow cytometry measures these fluctuations, directly counting all types of bacteria, regardless of their growth requirements or physiological state
Software	AI / Cloud based software for different locations and real-time monitoring on smartphones
Data Storage	Limitless memory and storage of data

Soxhlet Apparatus

Specifications	Requirements
Technology	Automatic Solvent Extractor DERST System
Application	Fully automated solvent extractor & fast, precise and accurate fat determination
Positions	6-positions
Sample Capacity / Day	42 or better
Display	Color touch screen - extractable Control Pad
Solvent Recovery	> 85%
Automation	Immersion, Removing, Washing, Recovery, Cooling
Lighting	LED lights show 3/6 active positions
Heating Element	Glass ceramic/hotplate - 6 positions independent switch on/off
Sample Size	0.5 to 15 g in 33x80 mm thimbles (generally 2-3 g)
Seals	Viton, Butyl, and Teflon or better
Condensers	Glass/Titanium
Interfaces	Multiple interfaces for data collection
Result Calculation	Automatic
Water Consumption	From 1.0 L/min



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Fully Automatic Kjeldahl Apparatus (Nitrogen Distillation Unit Digestion Block Complete Automatic set)

Specifications	Requirements
Application	Fully automated Kjeldahl Analysis used to determine organic nitrogen and protein contents and other high temperature digestion processes in food samples
Sample Type	Raw materials and finished Products in Food
Analysis Time	10 minutes or better
Measuring Range (Min – Max)	0.1 - 200 mg N or better
Nitrogen Reproducibility	1% RSD (including the digestion step)
Recovery	>99.5%
Distillation Capacity	~40 ml/min
Detection Limit	20.1 mg N
Reproducibility	1% of RSD
Tube Draining	200 ml in less than 10 seconds or better
Temperature Control Accuracy	± 0.5 °C
Automated Features	<ul style="list-style-type: none">• Automatic Steam Injection• Automatic or Adjustable facility of steam power• Automatic addition of H₂O• Automatic Water dilution• Automatic addition of NaOH• Automatic Addition of Reagents• Automatic removal of distillation residue• Programmable reaction time• Programmable distillation time
Digestion Unit	Automated Programmable Temperature Digestion unit
Tube Holding Capacity	≥ 20
Temperature Range	Ambient up to 450°C
Temperature Stability	± 1 °C or better
General Requirements	
Programmable time and temperature ramping	With audible alarms



**GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY**



**Fully Automatic Kjeldahl Apparatus (Nitrogen Distillation Unit Digestion Block
Complete Automatic set)**

Specifications	Requirements
Automatic motorized lifting of tubes	From the heating unit
Accessories	
Exhaust Unit	Included
Rack, Stand, Lid	Included
Digestion Tubes	As per supplied unit
Handling device for digestion tubes	Included
Additional Accessories	All required for standalone operation of the digester
Scrubber System	
Safe mode	Reducing chemical spillage and neutralizing toxic fumes
High endurance materials	Borosilicate glass or high-quality stainless steel/PVC
Auto start	From Digestion System
Cleaning includes	Condensation, neutralization, adsorption, and redox reactions
Regulated/adjustable suction	For efficient digestion
Automated Distillation and Titration Unit	
Automated addition of reagents	Included
Fully programmable controls	Cooling water, dilution water, sodium hydroxide, receiver solution, automatic calculation, emptying of tube, titration vessel
Built-in colorimetric titration system	Wide range of indicators
Option to bypass	Automatic titration system for manual titration
Minimum dispensing volume	2-3 μ L
Automatic waste removal	Via tube drainage after distillation



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Fully Automatic Kjeldahl Apparatus (Nitrogen Distillation Unit Digestion Block Complete Automatic set)

Specifications	Requirements
Data recording and downloading	Via USB port or Wi-Fi for LIMS
Safety sensors and audible warning systems	Included
Exchangeable splash head	To reduce carry-over effects
Password protection	To prevent tampering
Compliance	ISO 17025:2017
Track performance	And warn if analysis results change over time
Component traceability	For effective maintenance
Verification Test document	For performance testing
Spares and Accessories	
Chemicals and reagents	For 200 runs
Reagent containers	≥2 L, high-quality borosilicate glass
Reference Standard	
Certified and traceable	To international standards
Reference Method	
Verified methods	As per official standards (AOAC, EPA, ISO)
Operating Manuals, Service Manuals, Other Manuals	
Manuals	Installation, Operation, and Maintenance
Recommendations or Warnings	
Safety	Advanced features and automatic alerts
Distillation temperature monitoring	Warning provision for real-time monitoring of distillate temperature



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



GLUTEN ANALYZER

Specifications	Requirements
GLUTEN WASHER	
Purpose	Determines flour performance and wet gluten content in whole wheat, bread, durum semolina, and wheat flour.
Washing time	Completely automatic, option to run two samples simultaneously.
Kneading and washing process	2,400 seconds (approximately 40 minutes) with the option to extend.
Audible warning	Completed in under six minutes.
Accessories and documentation	When the test is finished.
GLUTEN INDEX	
Features	Purpose: Determines the quality of real gluten by measuring gluten strength and resistance. Measures gluten strength (weak, average, strong). Separates strong and weak parts of gluten. Reflects destruction caused by harmful insects in wheat and flour.
Display	LCD display.
Test duration	60 seconds.
Operating speed	6000 rounds per minute.
Safety	Automatically stops at the end of the test, cover lock system for safety.
DRY GLUTEN DEVICE	
Interior	Made of high alloy 25mm Aluminium plates.
Test duration	5 minutes (adjustable).
Controlled by	Microprocessor.
Operating temperature	Automatically adjusts to operating temperature of 150°C, reaches operating temperature quickly.
Warning light	For operating temperature.
Plates	Teflon-coated plates.



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



GLUTEN ANALYZER

Specifications	Requirements
Audible warning	When the test is finished.

Frost Free Double Door Side by Side Refrigerator (vertical)

Specifications	Requirements
Cooling technology	CFC-free rapid fan cooling technology.
Control panel	Digital control panel for temperature monitoring and alarms.
Interiors	Sprayed steel interiors.
Temperature range	2°C ~ 8°C.
Lighting	Interior cabinet LED lighting.
Storage capacity	500 L (each side) or better.
Ambient temperature	05°C ~ 40°C or better.
Temperature sensor	NTC or better.
Refrigerant	R600a or better technology.
Evaporator	Copper tube Aluminium fin.
Condenser	Tube type.
Noise	55 Db or less.
Door	Transparent door with lock system.
Shelves	5 or more shelves (on each side).
Display	LED/digital display for temperature and warning/error messages. Seven days chart recorder/microprocessor controlled
Data logger	Digital data logger technology

ULT Freezer Chest

Specifications	Requirements
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GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Description	ULT Freezer vertical with dual freezing system
Cooling Liquid	R404A / R508B or equivalent
Cooling Type	Air cooling
Insulation	Vacuum insulation panelling
Capacity	350L or better
Temperature Range	-50°C to -86°C or better
LN2/CO2 Backup System	Included

Colorimeter	
Specifications	Requirements
Incident Light Source	6 Light Emitting Diodes (LEDs)
LED Wavelengths	430, 530, 560, 580, 610, 660 nm
Photometric Accuracy	2% full scale as measured with standard solutions
Photometric Resolution	+/- 0.005 Abs
New Method Upload Capability	Yes, via internal RJ45 port
Output	IRDA (order IRIM adapter AQ37IRIM separately)
User Interface: Display	Graphic display
User Interface: Backlit	Yes
User Interface: Inputs	15 button keypads
User Interface: Key Functions	Numeric keys, On/Off, Up, Down, Enter, Timer, Zero, Test, Cal, Mode, Store, Shift, plus 3 Function keys
Test Methods	Preprogramed with user prompts and feedback, user's favourites' list, 10 user defined method locations
Automatic Range Selection	Yes
Blank Capacity	Per method
Data log Points	Up to 1000, time and date stamp
Test Reagent Formats	Powder, tablet, liquid, reagent tubes, digestion tubes. Colour, Turbidity and Suspended Solids tests do not require reagents.



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Colorimeter	
Specifications	Requirements
Sample Required	10mL
Sample Cells	24mm and 13mm diameter vials and 16mm tubes
Software Languages	English
Auto Shut Down	20 min after last key-press, wakes to last location
Field Case Dimensions	17 in W x 13 in L x 6 in H black case, moulded and foam to secure meter, sample cells, adapters, stir rod, brush and enclosed upper section for user guide & reagent packs
Power	4 AA batteries (>3000 tests)
Regulatory and Safety	
Environmental Operating Conditions	± 1999.9 mV
Ambient Operating Temperature	5 to 40°C
Relative Humidity	30 to 90%; Non-Condensing at 30°C
Certifications	CE
Water Proof Rating	IP67

FUME HOOD	
Requirements	Specifications
External size (WxDxH) mm	1000 × 880 × 2140 mm
Internal size (WxDxH) mm	910 × 690 × 740 mm
Work surface height	900mm
Max Opening	650mm or better
Air Velocity	0.25~0.35 m/s
Air Flow Volume	105 m ³ /h
Noise	≤60dB (A)



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FUME HOOD	
Requirements	Specifications
Exhaust Duct	PVC Standard length 4 m, Ø300mm
Fluorescent Lamp	16W x 2
UV Lamp Emission	253.7 nm
	Built-in centrifugal blower with adjustable speed
Front Window	Acrylic
Consumption	400W
System Exhaust Volume	710 m ³ /h or better
Exterior Material	Cold-rolled steel with anti-bacteria powder coating.
Side Window	Acrylic
Work Table	Chemical resistant phenolic resin
Standard Accessories	UV Lamp HEPA Filter Chemical Filter Fluorescent Lamp Water Tap Gas Tap Base cabinet total load of 2 waterproof sockets 4 Meter PVC exhausts duct pipe strap Active carbon filter

Autoclave Vertical	
Requirements	Specifications



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



- Microprocessor controlled.
- Class B type
- Capacity 40 liters or more
- LCD screen can display temperature, pressure, time, operating status, error and alarm information, etc
- Automatic functioning Vacuumization, Heating, Sterilization, Exhaust and Drying
- Pre and post fractionated vacuum.
- Sterilization temperature: 121°C to 134°C
- Should have inbuilt or external demineralizer Working pressure 15psi -17psi or better
- Power: 220-240 VAC, 50 Hz
- Accessories:
 - Trays 02 Nos
 - Basket 02 Nos
 - Calibration certificate

Automated Glassware Washer	
Requirements	Specifications



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	<p>Digital LCD touch screen promotes visual monitoring and operational accessibility. Real time display of washing temperature and drying air temperature. 316 L stainless steel double walled internal structure. Insulated anti-corrosive external structure. One touch 6 preset cleaning procedures (washing, rinsing, ultrasound rinsing, blast drying, washing temperature, drying temperature) Automatic power off by temperature control relay Automatic alarm indication on absence of washing liquid and distilled water</p> <p>Capacity 100L or better Water heating Temperature 99°C Hot Air-drying Temperature 120°C Safety Protection Water Pressure 0.03-0.8MPa or better Ambient temperature 5 °C ~ 40 °C or better Relative humidity < 85 % Calibration certificate</p>
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Micropipettes	<ul style="list-style-type: none"> • Adjustable volume pipettes • Selected volume is clearly displayed in the large 4-digit volume display High accuracy and precision • Good chemical & UV-light resistance • Pipette ranges: 0.1-2ul, 0.5-10ul, 2-20ul, 10-100ul, 20-200ul, 100-1000ul, 500-5000ul along with tips. • Calibration certificate
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Gerber Centrifuge	
Requirements	Specifications
	<ul style="list-style-type: none"> • Gerber Butyrometers (350 x g) • Solubility index in milk powder (164 x g) • Extraction tubes Roese-Gottlieb/Mojonnier (80 x g) variable speed range (200-1300 rpm). • Controller: Microprocessor Controller • Automatic Brake, imbalance switch off & Lid lock Control Thermostatic temperature Control • Display LCD • Accessories: i. 36 swinging sleeves of stainless steel with special rotor • Stainless steel holder including inserts, Butyrometer tubes and tubes stand • Rose - Gottlieb/Mojonnaire tube with holder, stainless steel including inserts and tubes stand • All other necessary accessories (Gerber tubes with stand, mojonnaire tubes with stand, Babcock tubes with stand) must be provided for proper functioning of equipment.



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<p>Gel Electrophoresis</p>	<p>Vertical Electrophoresis Kit:</p> <p>Mini units set;</p> <ul style="list-style-type: none"> Including base gel running unit, safely lid connecting leads spacers etc. Gel casting unit including unit, glass plates, combs, casting frame etc. Combs size includes 0.5mm, 0.75mm, 1.0mm, 1.5mm, 2mm Number of wells 10/12/15 <p>Power Supply</p> <ul style="list-style-type: none"> Power supply suitable for vertical (mini and standard) and horizontal gel electrophoresis constant voltage and constant current modes Output voltage: Adjustable from 0 to 500V or better with an increment of 1 V or less Output Current; 800mA or better with increment of 1mA Terminals /Sockets;4 Pairs LCD/ LED Display Safely; All necessary safely provisions like Over load; No load, Sudden change in load, power failure indication Input Voltage; 220VAC.
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<p>Portable NIR spectrometer</p>	<p>Application</p> <ul style="list-style-type: none"> Detection of Adulterants Detection of Toxicants <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Feature</th> <th style="width: 50%;">Specification</th> </tr> </thead> <tbody> <tr> <td>Analysis time</td> <td>< 40 seconds</td> </tr> <tr> <td>Sample containers</td> <td>4- and 8-mm disposable vials. 1, 2, 5- and 10-mm cuvettes and 1 mm flow cell</td> </tr> <tr> <td>Measurement mode</td> <td>Transmission</td> </tr> <tr> <td>Wavelength area</td> <td>400 - 2500 nm</td> </tr> <tr> <td>Detector</td> <td>Si (400 - 1100 nm), InGaAs (1100 - 2500)</td> </tr> <tr> <td>Optical bandwidth</td> <td>8.75 nm</td> </tr> <tr> <td>Spectral resolution</td> <td>0.5 nm</td> </tr> <tr> <td>Wavelength accuracy</td> <td>0.20 nm</td> </tr> <tr> <td>Ambient temperature</td> <td>5 - 40°C</td> </tr> <tr> <td>Sample temperature (min.)</td> <td>Ambient +10°C</td> </tr> <tr> <td>Sample temperature (max.)</td> <td>80°C</td> </tr> <tr> <td>Degree of protection</td> <td>IP54</td> </tr> <tr> <td>Wavelength precision instrument-to-instrument</td> <td>0.015 nm as std</td> </tr> </tbody> </table>	Feature	Specification	Analysis time	< 40 seconds	Sample containers	4- and 8-mm disposable vials. 1, 2, 5- and 10-mm cuvettes and 1 mm flow cell	Measurement mode	Transmission	Wavelength area	400 - 2500 nm	Detector	Si (400 - 1100 nm), InGaAs (1100 - 2500)	Optical bandwidth	8.75 nm	Spectral resolution	0.5 nm	Wavelength accuracy	0.20 nm	Ambient temperature	5 - 40°C	Sample temperature (min.)	Ambient +10°C	Sample temperature (max.)	80°C	Degree of protection	IP54	Wavelength precision instrument-to-instrument	0.015 nm as std
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	(Based on a group of analysers)	
	Photometric noise	850 - 2500 nm < 20 micro au
Calibration certificate		

Glassware Drying cabinet	Used for Drying Glassware and instruments. 10°C above ambient + 100°C better Working volume: 150 liters or better Material: Stainless steel No of shelves. Perforated, 02 or better (stainless steel) Dual glass door. Digital LED Display PID Digital Controller System Sound/Visual Alarm Calibration certificate
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SECTION VI QUALIFICATION AND EVALUATION CRITERIA

QUALIFICATION CRITERIA (MUST MEET CRITERIA)

For factors retained in the Bid Data Sheet pursuant to ITB 25, Following quantification methods will be applied, submitted bids will be reviewed to determine compliance with Procuring Entity's mandatory requirements which serves the purpose to evaluate the responsiveness and eligibility of the bidder and equipment/ items proposed. Only bids found to be responsive and eligible will be further evaluated for technical criteria. The Bidder shall furnish documentary evidence to demonstrate that the bidder and Food Testing Equipment/ items it offers meet the following Qualification/ Eligibility requirement:

i. Verification:

The validity of the Bidder requires that all relevant forms be signed by authorized person or persons.

ii. Compliance to Agreement:

Accepting all the conditions set forth in these Bid Solicitation Documents by signing and stamping all the pages of the bidding document by the bidder each page of the SBD i.e ITB, GCC, SCC, Bid Data Sheet, Addendums / Corrigendum (*if any*), Technical Requirements and other mandatory Form's provision etc.

iii. Authorization:

a) If **Bidder is not manufacturer:** but Authorized dealer of the original manufacturer in procuring entity's country offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section VII, Bidding Forms).

iv. Registration of firm/company:

Company/Firm must be in operation minimum for 5 years. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan Registered as a legal entity authorized to enter into contracts for provision of services and goods. As a proof, the bidder should provide a certified copy of Certificate of Incorporation or other documents setting forth the legal basis of the company:

a) If **Bidder is Original Manufacturer:** is offering to supply Goods which the bidder manufactures or otherwise produces. The Bidder must submit documentary evidence that it is incorporated in the country of manufacture of the Goods and/or country of Procuring Entity.

b) If bidder is authorized Agent of the original manufacturer in the procuring entity's country Proprietorship of a well-established Authorized Agent of the original manufacturer, including documentation regarding the company's legal status and registration under relevant law of Khyber Pakhtunkhwa or Government of Pakistan alongwith documentary evidence of original manufacturer's OEM status must be provided.

v. Tax Registration:

Sales & Income Tax registration of the bidder is required as:

a Valid Income Tax Registration

b Valid General Sales Tax Registration

c Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.

d As per **Rule No (37)(A) of KPPRA Rules 2014** For Service Level Agreement All bidders



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are required to be registered with the Khyber Pakhtunkhwa Revenue Authority (**KPRA**), established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013

vii. Bid Security:

Offers must include required Bid Security of **2%** of the bid cost An Affidavit in this regard shall be included with technical proposal without mentioning the amount of bid security. Bid Security shall be submitted with the financial bid and from the account of the bidder / firm.

viii. Price/Bid Validity:

Offers must meet required Price Validity of **90 Days** from Bid Opening date.

ix. An Affidavit on Judicial stamp paper of Rs.50 or more submitting following clauses that:

- a. Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts shall be done during the warranty period.
- b. That the bidder / firm will provide all durables, consumables, re-agents etc for each equipment throughout the useful life & beyond useful life of each equipment.
- c. That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer's Name.
- d. Standard Accessories as a part and parcel of the equipment are clearly mentioned and provided.
- e. That the Bidder will provide after sales services beyond the period of warranty.
- f. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- g. That bidder has declared Conflict of Interest (*if any*), along with Bid Solicitation Documents.
- h. That the Bidder will only provide Fresh, New and Genuine Goods / Items.

Technical bids of only those Bidders/ firms will qualify for Technical Evaluation which meets all of the above-mentioned criteria. Each Bid / proposal will be evaluated individually for each equipment/ item in order to achieve maximum value for money and economy for each equipment / item.

The Evaluation procedure will be conducted exclusively based on available information specified here in these Bid Solicitation Documents.



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TECHNICAL EVALUATION CRITERIA (WEIGHT=70)

i. **Quality:**

- a. **Product Quality:** Evaluation of quality will be based on Proposed equipment registration for quality, standards / accreditation in the country of its origin with relevant international quality and standards certification body. i.e if a product of USA has been proposed then (FDA), if a product of Japan has been proposed then (Japan Industrial Standards) & in case of Europe registration with (European Commission) etc. approved in the country of origin, i.e. the country where the diagnostic is manufactured, either "for sale and use in the country of origin or for export only. Requirement for each equipment has been specified along with the technical specifications of the equipment.
- b. **Compliance/Conformity with requirements:** By comparing proposed equipment with the specifications of requirements to determine the degree to which the Goods, meet or exceed the quality & specifications, specified by procuring agency in the "**Schedule of Requirements**". Bidders are required to strictly comply to Technical Specifications attached here in these bidding documents at (**Appendix-I**)
- c. **Product Performance and Productivity:** Extent of Purpose, Performance, capacity, or functionality features meet or exceed the levels specified in the performance / functional requirements and/or influence the life-cycle cost. Bidders are required to strictly comply to Performance Specifications provided for each equipment under the Technical Specifications and includes but are not limited to "*Range, Accuracy, Repeatability (precision)*"
 - a. Samples of proposed equipment provided by bidder / firm for evaluation will be first verified for the Technical & Performance specifications proposed by the bidder. After satisfying itself for conformity of equipment / item with specification. The bidder will demonstrate Technical & Performance characteristic and functionality of equipment/ item.
 - b. Sample Evaluation as verification of proposed Technical and Performance specification of each equipment & item.
 - c. Demonstration of Technical and Performance Specifications, functionality, Accuracy, Precision and Repeatability of results of each equipment/ item proposed by the bidder.
 - d. Samples provided by the bidders for Technical Evaluation must meet the requirements and specifications set here in these Bid Solicitation Documents. Any sample not meeting the requirement will be rejected and disqualified from the evaluation process. All Samples will be evaluated in comparison with specifications published here in these bid solicitation documents at (Appendix-I)
 - e. Consists of the determination of one or more characteristics of a given product, process or service according to a specified procedure, Materials, parts, and completed products may all be tested for their physical properties, such as strength and durability, physical dimensions, electrical characteristics, including interference with other electrical devices, acoustical properties, chemical composition; presence of toxic contaminants, and multitudes of other features.
 - f. A Bidder / firm or proposed Goods will "**Meet**" requirements when all Technical & Performance specification of offered Goods matches the requirements set by Procuring Entity herein these bid solicitation documents.
 - g. A Bidder / firm or proposed Goods will "**Exceed**" requirements when all Technical & Performance specification of offered Goods not only matches the requirements but also **50% of the** Technical & Performance specification offered Goods are better than requirements specified herein these bid solicitation documents. **e.g** in case of "Accuracy of an equipment/ item required is ± 0.2 and the offered equipment/ item Accuracy ± 0.1 same will be considered exceeding requirement.



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Please Note: Samples provided by the bidders for Technical Evaluation must meet the requirements and specifications set here in these Bid Solicitation Documents. Any sample not meeting the requirement will be rejected and disqualified from the evaluation process. All Samples will be evaluated in comparison with specifications published here in these bid solicitation documents at (Appendix-I)

- ii. **Company's / Bidders capacity and Capability:** to perform the contract. Capacity and Capability will be measured in terms of following:
- a) **Financial Capabilities:**
Availability of signed / attested audit reports for the last consecutive three years along with financial statements for the past three fiscal years and shall meet the following basic financial criteria:
- **Profitability**
Profit Margin Ratio or Return on Assets Ratio should be in excess of 1%, is desirable.
 - **Solvency Ratio**
A solvency ratio (ratio of current assets to current liabilities) of more than 1 is required, is desirable.
 - **Turnover**
The average annual turnover for the past 3 years (or for whatever period of time the bidder has been in business for, if it has not yet reached 3 years) should be at least two times more than anticipated value of the contract.
- iv. **Bidder's / firms Experience:**
- a. **Specific Experience:**
List of same product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted.
- b. **General Experience:**
List of similar product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted. In similar business, experience will be counted from day of registration.
Note: The Certificate should NOT be older than 03 years.
- v. **Delivery Schedule:** Procuring Agency requires all the equipment to be delivered within a maximum of Thirty (30) days from the day of the award of the contract or issuance of Purchase Order.
- vi. **Scope of Services:** Bidder's capability in terms of post award services which includes:
- a. **Warranty:** Warranty provided is compliant to the requirements of each equipment as specified under schedule of requirements for each equipment.
- b. **Technical Support & After Sales Services.** Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service for the same item beyond warranty period. At least 3-part replacement or 05-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.
- c. **Manufacturer's / principle approved workshop facility:** Availability of Manufacturer's / Principle's approved workshop / service center facility within procuring entity's country i.e Pakistan.



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Proposals of the bidders / firms achieving a **minimum 70% Score out of 100** will stand technically qualified and will qualify for Financial Evaluation.



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Technical Evaluation Methodology (Weight=70)

No	CRITERIA	PERCENTAGE/ WEIGHTING
1	Quality	30
	a) Product Quality	10
	b) Compliance/Conformity with Technical Specifications	10
	c) Compliance with Product Performance and Productivity	10
2		
3	Delivery Period	5
4	Company's / Bidders capacity and Capability	10
	Financial Capabilities:	
	a) Audit Reports: of last consecutive 3 years showing Good financial position of bidder's firm / company are submitted.	5
	b) Financial Ratios:	
	i. Turnover	5
5	Bidders' / Firm Experience	10
	a) Specific Experience	5
	b) General Experience	5
6	Scope of Services	15
	a) Warranty	5
	b) Technical Support & After Sales Services	5
	c) Manufacturer's approved Workshop facility	5
	Total	100

Technical Evaluation of the bid has been allotted 70% weightage. Bids will be scored for 100 points and weighted Technical Evaluation Score will be calculated using below methodology:

$$\text{Technical Evaluation Weighted Score} = \frac{\text{Total Technical Evaluation Score} \times \text{Weight}}{100}$$
$$= (70 \times 70) \div 100 = 49$$

Technical Evaluation Weight	70%
Financial Evaluation Weight	30%
Total	100%



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The Technical Evaluation Committee will evaluate and score bids in accordance with the quality of Technical Bid in terms of:

- ❖ Extent that bidder / firm **Meets** the criteria set for award of contract. i.e the bidder/ firm has same capabilities as required here in the Bid Solicitation Documents.
- ❖ Extent that the bidder proposed specifications **Meets** or **Exceeds** the Specifications set herein these Bid Solicitation Documents for the same item.
- ❖ Extent that the bidder proposed vehicle meets or exceeds the Technical or Performance Specifications set in this Bid Solicitation Documents (SBD) and generally accepted Quality Dimensions of the relevant industry.
- ❖ Extent that proposed vehicle exceeds the **Performance & Productivity** measures set under specifications of requirements.
- ❖ Extent that bidder proposed vehicle exceeds the level of **Capacity, or Functionality** features specified under specifications of requirements.
- ❖ Extent that **samples provided** meets or exceeds the **Level of Specifications** of requirements set in this SBD and **Performance & Technical** specifications provided / proposed by bidder / firm in its bid.

Financial Evaluation

Bidder is required to achieve minimum 70 marks to be technically qualified. Financial Bids of the Technically qualified bids will be evaluated and compared as per following methods:

a. Financial Evaluation:

Bidder with the lowest offered cost will be awarded highest score and other bidders will be awarded score as per following methodology:

Financial Evaluation Formula:

$$= (\text{Lowest Bid} / \text{Individual Bid}) \times 30\%$$



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TECHNICAL EVALUATION CRITERIA

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
1	Quality	40		
a	Product Quality	10	a. Proposed equipment is registered & certified with at least one recognized international quality standard (e.g., US-FDA, CE, JIS, ISO 13485, or equivalent). b. Proposed equipment is not certified with any international accreditation body.	
b	Compliance Conformity with Requirements	30	a. Fully compliant with required specifications b. Partially Compliant with required specifications with minor deviations (up to 1) c. Partially Compliant with required specifications with minor deviations (up to 2) d. Partially Compliant with required specifications with minor deviations (up to 3) . e. Non-Compliant Minor deviations exceeding 3 and Major Deviation (1)	30 25 20 15 0
2	Reference Location(s) (<i>Certificate from Institutions/ Laboratory (Govt or Semi Gov or Private), where same model has been installed within Procuring Entity's country</i>)	05	Bidder with the highest number of certificates will be awarded Ten (10) score, other bidders will be awarded score as per following: (Highest No. of Certificates / Number of Certificates of bidder) x 05	
3	Performance certificate (<i>Certificate from Institutions/ Laboratory (Govt or Semi Govt or Private), where same model has been installed in the previous 2 years</i>)	10	Bidder with the highest number of certificates will be awarded Ten (10) score, other bidders will be awarded score as per following:	



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TECHNICAL EVALUATION CRITERIA				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			<i>(Highest No. of Certificates / Number of Certificates of bidder) x 10</i>	
4	Manufacturer / Principle Quality Certification	10	a. Manufacturer and Manufacturing site of offered equipment is registered & certified for Quality Management, ISO 9001:2015 or equivalent from PNAC / IAF accredited body	05
			b. Manufacturer and Manufacturing site of offered equipment is registered & certified for International Standard for Environment Management System ISO 14001	05
			b. Delivery within 90 Days from the day of issuance of Purchase Order	05
5	Company's / Bidders capacity & Capability	10		
i	Audit Reports	05	a. Audit reports of last consecutive 3 years showing Good financial position of bidder's firm / company submitted.	5
			b. Audit reports of last consecutive 2 years showing average financial position of bidder's firm / company submitted.	3
			c. Audit reports of last consecutive 1 years showing Good financial position of bidder's firm / company submitted.	1
ii	Liquidity Ratio: Current ratio (Current Assets/ Current liabilities)	05	Current ratio > 1	05
			Current ratio < 1	0
6	Bidder's / firms Experience	10		



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TECHNICAL EVALUATION CRITERIA				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
a	Specific Experience	05	a. 05 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods.	10
			b. 04 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods.	08
			c. 03 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods.	06
			d. 02 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods.	04
			e. 01 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods.	02
			f. "Zero" (0) score will be awarded for no submission by the bidder.	0
			b	General Experience
b. 04 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	04			



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TECHNICAL EVALUATION CRITERIA

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			c. 03 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	03
			d. 02 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	02
			e. 01 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	01
			f. Zero (0) score will be awarded for no submission by the bidder.	0
7	Scope of Services	15		
a	Warranty	05	a. Manufacturer's warranty provided / offered is compliant or meets the requirements.	05
			b. Manufacturer's warranty provided / offered is not compliant or is less than the requirements	0
b	Technical Support & After Sales Services	05	a. 3-part replacement or 05-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.	05
			b. 2-part replacement or 03-Repair / After Sale Service Certificate stating Excellent or Good from Semi	03



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TECHNICAL EVALUATION CRITERIA				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			Government / Government Departments supplying similar goods will be submitted	
			c. 01-part replacement or 01-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.	01
c	Manufacturer's / Principles approved Workshop / Service Center Facility	05	a. Manufacturer's / principle approved workshop facility available within procuring entity's country	05
			b. Manufacturer's / principle approved workshop facility is not available within procuring entity's country	0
	Total Weight: Criteria (i + ii + iii + iv + v + vi) =	100		



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ANNEX-A

Returnable Bidding Forms

Sno	Checklist	Yes/No	Page#
(a) General enclosures (firm related)			
1.	Certificate of Company/ Firm registration / Incorporation under the laws of Pakistan.		
2.	Valid Sales Tax Registration certificate of KP-Revenue Authority.		
	Valid Income Tax certificate.		
	Audited Balance Sheet for minimum ² last 2 years and maximum 3 years.		
	Bank Statement for the Last minimum 2 years and maximum 3 years.		
3.	Acceptance of terms and conditions of tender documents duly signed and stamped.		
4.	Certificate of “Calibration” issued by Government of Pakistan mandated “ <i>Certification and Accreditation body</i> ” for “High Quality” & “Accuracy” of results of the equipment proposed.		
4.	Certificate as bidder is Manufacturer, Authorized Agent, or representative of the original manufacturer.		
7.	Company profile including:		
	Engineering		
	Managerial		
	Technical capabilities		
	Technical Staff List		
	Workshop, Service Center, Machinery, Factory, Ware House addresses.		

² **Minimum:** The word “Minimum” has been used to indicate the most recent documents to be furnished by the bidder. “Recent Years” can be calculated by counting backwards from the day of the publication of the advertisement.



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Sno	Checklist	Yes/No	Page#
8	An affidavit on stamp paper of Rs. 50/ or more- submitting following clauses: that		
	i) Only genuine manufacturer's warranty for replacement and not repair of equipment parts shall be done under the warranty.		
	ii) That the firm/bidder is never blacklisted on any grounds whatsoever.		
	iii) That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer's Name.		
	iv) Standard Accessories as a part and parcel of the equipment are clearly mentioned and provided.		
	v) That the Bidder will provide after sales services beyond the period of warranty.		
(b) Technical enclosures for each equipment / ITEM PROPOSE (separate set of documents for each equipment as required part of bidding documents)			
10.	Specification offered for each equipment against floated specifications:		
	Model		
	Brand		
	Make		
	Country of Origin		
	Country Manufactured in. <i>(if different from the origin)</i>		
11.	Agency agreement / Authorization from manufacturer for sale and after sale services duly certified by concerned sanctioning authority.		
12.	Certificates regarding quality of production for conformity with internationally and locally accepted standards.		
13.	Certificates regarding Calibration of equipment assuring the accuracy of results of all the equipment. <i>(Compulsory)</i>		
14.	Clients and Customers list who have been provided same equipment. Or the most relevant equipment in last 3 years.		



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Sno	Checklist	Yes/No	Page#
15.	Literature / Broachers of product with technical data sheet.		
16.	List of standard accessories of the equipment and software catalogues.		
17.	At least 3 Repair / After Sale Service Satisfactory Certificate from Semi Government / Government Departments.		
18.	Minimum Two to Three Contracts received in last One Year.		
19.	Minimum Two-Year same business history from the date of authorization.		
20	Bidder must indicate the country of manufacturer of product.		
(C) FINANCIAL OFFER			
1.	Offered rate of items inclusive standard accessories (inclusive of sale tax, if applicable)		
2.	Separate prices for each item and part of the equipment shall be specified.		
3.	For all equipment requiring regular service & maintenance Service level agreement for One (01) year shall be submitted as a separate financial proposal in different envelope. <i>(Service Level Agreement for each Equipment item must be submitted as a separate financial proposal).</i>		

THE GOVERNING RULES.

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



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ANNEX-B

TECHNICAL BID FORM I

Bidder's Ref No.

Letter of Intention

Name of the Contract: {_____}

To: [_____]

Dear Sir,

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 and ancillary services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the 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 Financial 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.

We confirm that we comply with the eligibility requirements as per ITB clause 21.1 of the bidding documents and has duly provided earnest money @ 2% of the total bid value as per Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014, in the shape of pay order / demand draft / call deposit bearing No. _____ dated 24th, March, 2021 in the name of Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority with our Financial Bid.

Signed: In the capacity of Duly authorized to sign this bid for and on behalf of Bidder Name:.....

Signature



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ANNEX-D

Performance Security Form

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 20____ to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



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ANNEX-E

Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



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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 No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* 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 Khyber Pakhtunkhwa (Government of Khyber Pakhtunkhwa) or any administrative subdivision or Entity thereof or any other entity owned or controlled by Government of Khyber Pakhtunkhwa 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, 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 from Government of Khyber Pakhtunkhwa, 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 Government of Khyber Pakhtunkhwa and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[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 Government of Khyber Pakhtunkhwa under any law, contract or other instrument, be voidable at the option of Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by Government of Khyber Pakhtunkhwa in this regard, [name of Supplier] agrees to indemnify Government of Khyber Pakhtunkhwa for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Khyber Pakhtunkhwa in an amount equivalent to ten time 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 Government of Khyber Pakhtunkhwa.

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}