REVISED BID SOLICITATION DOCUMENTS

FOR

Procurement of Hi-Tech Laboratory Equipment, chemicals, reagents media for food testing laboratory of khyber pakhtunkhwa food safety & halal food authority fy (2024-2025)

IFB No. KPFS&HFA/APP/2024-2025/08

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# PART ONE - SECTION I (INSTRUCTIONS TO BIDDERS)

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# INSTRUCTIONS TO BIDDERS

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| 1. **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. |
| 1. **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(1) KPP Rules 2014. |
| 1. **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. |
| 1. **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** |
| 1. **Content of Bidding Documents**
 | 5.1 | The bidding documents include:1. Instructions to Bidders (ITB)
2. Bid Data Sheet (BDS)
3. General Conditions of Contract (GCC)
4. Special Conditions of Contract (SCC)
5. Schedule of Requirements (SOR)
6. Technical Specifications
7. Bid Form and Price Schedules
8. Bid Security Form
9. Contract Form
10. Performance Security Form
11. 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 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:1. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12.
2. 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;
3. 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
4. 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. |
| 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:1. 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;
2. that the Bidder has the financial, technical, and production capability necessary to perform the contract;
3. 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 Contract and/or Technical Specifications; and
4. 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:1. a detailed description of the essential technical and performance characteristics of the goods;
2. 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
3. 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 firm/bidder/Bidder who submits the bid][[1]](#footnote-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:1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. in the case of a successful Bidder, if the Bidder fails:
3. to sign the contract in accordance with ITB Clause 32; or
4. 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 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:1. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and
2. 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. |
|  | 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 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 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. |
| 25.3 | 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 25.4:1. incidental costs
2. delivery schedule offered in the bid;
3. deviations in payment schedule from that specified in the Special Conditions of Contract;
4. the cost of components, mandatory spare parts, and service;
5. the availability of spare parts and after-sales services for the equipment offered in the bid for Procuring Entity;
6. the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
7. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
 |
| 25.4 | 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:1. Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the final destination.
2. Delivery schedule.
3. 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.

or1. 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 specified in the Schedule of Requirements.

or1. 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.
2. Deviation in payment schedule:
3. 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.

or1. 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.1. 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.

or1. 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.

or1. The Procuring Entity will estimate the cost of spare parts usage 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. |
| **Alternative** | 25.4 | 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 |
| [In the Bid Data Sheet, choose from the range of] |
| 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 |
| The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid. |
| **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 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 Highest-ranking fair Bid or call for new bids. |
| **34. Corrupt or Fraudulent Practices** | 34.1 | 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:a. defines, for the purposes of this provision, the terms set forth below as follows: * 1. “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
	2. “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;

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;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. |
| 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. |

# Part One - Section II (General Conditions of Contract)

# Table of Clauses (General Conditions of Contract)

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# General Conditions of Contract

|  |  |  |
| --- | --- | --- |
| **1. Definitions** | 1.1 | In this Contract, the following terms shall be interpreted as indicated: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. |
| 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 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; orb. 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, 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:* 1. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	2. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
	3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	4. 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

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. |
| 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 | 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:* + 1. 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
		2. in the event of termination of production of the spare parts:

 1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. |
| **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. |
| 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 the following:1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
2. the method of shipment or packing;
3. the place of delivery; and/or
4. the Services to be provided by the Supplier.
 |
| 18.2 | 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. |
| **19. Contract Amendments** | 19.1 | 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. |
| **20. Assignment** | 20.1 | 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. |
| **21. Subcontracts** | 21.1 | 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. |
| 21.2 | Subcontracts must comply with the provisions of GCC Clause 3. |
| **22. Delays in the Supplier’s Performance** | 22.1 | 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. |
| 22.2 | 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 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 | 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:a. 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; orb. if the Supplier fails to perform any other obligation(s) under the Contract.c. 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.For the purpose of this clause: “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. “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 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 Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:1. to have any portion completed and delivered at the Contract terms and prices; and/or
2. to 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. |

# 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)

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](http://www.kpfsa.gov.pk) and [www.kppra.gov.pk](http://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**

**Dated: 04th March 2025**

**No. KP-FS&HFA/HTLE/2024-25/07/01**

# CORRIGENDUM / ADDENDUM

With reference to Invitation for Bid **(IFB)** No. **No. KP-FS&HFA/HTLE/2024-25/07** for **Supply of Hi-Tech Laboratory Equipment for Food Testing Laboratory of Khyber Pakhtunkhwa Food Safety & Halal Food Authority** published in **Daily** **Aaj** & **Daily Nai Baat** under **INF(P) 652/25** on **15th February 2025**.

In pursuance to the pre-bid meeting held on **21st February 2025**, revisions are being made in the Bid Solicitation Documents (**Section IV Schedule of Requirements**), Technical Specifications and **(Section V Qualification & Technical Evaluation Criteria)**. Therefore, the **Bid Closing Date** has been extended till **Date: 10th April 2025 Time: 1:00 PM**. Technical Bids will be opened after One (01) hour i.e **02:00 PM Date: 10th April 2025**.

Revised Bid Solicitation Documents can be downloaded from <https://kpfsa.gov.pk/> & [www.kppra.gov.pk](http://www.kppra.gov.pk) as soon as the revisions are completed and finalized. All other conditions will remain the same.

Assistant Director (Procurement)

Khyber Pakhtunkhwa Food Safety & Halal Food Authority

# Section II. Bid Data Sheet

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: | 1. 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:
2. is incorporated in the country of manufacture of the Goods
3. has been licensed by the regulatory authority in the country of manufacturer to supply the Goods;
4. 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;
5. That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce:
6. that the Bidder has been duly authorized by a manufacturer of the Goods and Authorization letter on the original letter head of the manufacturer;
7. Manufacturer of the Goods meets the criteria under (i) above to supply the Goods in Pakistan;
8. That the bidder is incorporated in Pakistan, certificate of incorporation has been submitted;

The Bidder shall also submit the following additional information:1. registration certificate for National Tax Number and Sales Tax Number and must also be on active tax payer list.
2. Supply completion certificates, audit reports, and other documents required as an evidence for technical evaluation.
3. details of on-site quality control laboratory facilities and services and range of tests conducted *(if any)*
 |
| **ITB 13.3 (d)** | **Qualification requirements:** | 1. Manufacturer / Importer / Sole Authorized Agent of Manufacturer
2. Manufacturer's authorization(s) (Such authorization letter shall be furnished in accordance to the sample format of bid document) at ***(Annex-E)***
3. The bidder(s) must provide copy of Bidder’s Certificate of Incorporation/ registration in Procuring Entity’s country signed and stamped.
4. The bidder(s) shall provide National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) on FBR.
5. **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.
6. **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
7. **Bidder(s) must provide an Affidavit on judicial stamp paper of Rs. 50/- or more submitting following clauses that:**
8. Only genuine manufacturer’s warranty for replacement and not repair of the complete equipment and parts will be provided.
9. 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).
10. 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.
11. Conflict of Interest, *(if any)* has been declared along with Bid Solicitation Documents.
12. 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.
13. 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.
14. 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.
15. That bidder has submitted Bid Security amounting to 2% of the proposed bid cost inside financial proposal as per requirements under KPPRA Rules 2014.
16. That the Bidder will only provide Fresh, New and Genuine Goods / Items.
17. Bid Validity period of 120 days has been provided.
 |
| **ITB 15.1** | **Amount of Bid Security:** | The Bidder shall furnish, as part of its bid, a Bid 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:** | 120 Days from the date of Technical Bid Opening i.e **08th August 2025** |
| **ITB 17.1** | **Number of Copies:** | The Bidder will prepare separate **One original copy** of the **Technical** and **Financial Bids.**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.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:1. “**ORIGINAL COPY—TECHNICAL BID**”
2. “**ORIGINAL COPY— FINANCIAL BID**”
3. “**DUPLICATE COPY—TECHNICAL BID**”
4. “**SOFT COPY—TECHNICAL BID** *in a USB in Microsoft Word or Microsoft Excel format. PDF with images will not be accepted.*

These envelopes shall then be enclosed in one single envelope. The inner and outer envelopes shall also:1. Bear the name and address of the Bidder:
2. Bear the following information:

**Procurement Title, IFB / NIT No and Bid Closing Date.** |
| **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:** | **Title:** Supply of Hi-Tech Laboratory Equipment for Food Testing Laboratory of Khyber Pakhtunkhwa Food Safety & Halal Food Authority for FY 2024-2025**Number:** IFB No. KPFS&HFA/APP/2024-2025/08 |
| **ITB 19.1** | **Deadline for bid submission:** | **Date:** 10th April 2025**Time:** 1:00 PM |
| **ITB 19.3** | **Prebid Meeting** | **Date:** 21st February 2025**Time:** 12:00 PM |
| **ITB 22.1** | **Time, Date, and Place for Bid Opening:** | **Technical Bid Opening Date:** 10th April 2025**Technical Bid Opening Time:** 2:00 PMThe 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:**1. Compliance to Quality requirements
2. Compliance to Technical Specifications
3. Compliance to Performance Specifications
4. Additional Benefits (Quality, Technical & Performance)
5. Reference letters provided
6. General & Specific Experience
7. Delivery Period
8. Warranty Provisions
9. 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 90% 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”** |
| **ITB 25.4 (h)** |  | **Evaluation of Bids will be based on following factors:**1. Technical Specifications
2. General & Specific Experience
3. Warranty Provisions
4. After Sale Service (Availability of after sale Service facilities in Khyber Pakhtunkhwa)

**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**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. |
| **ITB 28.1** | **Award Criteria:** | 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**.** Highest Ranking fair bid is the bid i.e Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores. |
| **ITB 29.1** |  | 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. |
| **ITB 33.1** | **Performance Security:** | 10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract |

# Section III. Special Conditions of Contract

# Table of Clauses (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**.

* + - 1. **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”.

* + - 1. **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*

* + - 1. **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:

1. 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.
2. 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.
3. 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.
4. 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 Declaration(s), Certificate/ Declaration of Conformity/ Compliances/ Analysis, invoice etc.
5. 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.
6. 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.
	+ - 1. **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).
1. **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:

1. Copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;
2. 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;
3. 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;
4. Operational Manuals of the Equipment.
5. Service Manuals indicating step by step service / maintenance protocols of each Equipment.
6. Periodic Preventive Maintenance schedules with recommended list of Parts / Kits to be replaced during useful life.
7. 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.
8. Product model and part numbers, bar code (If available) and Catalogue.
9. Traceable Certificate of calibration of Equipment / item must be provided.
10. Copies of the packing list identifying contents of each package;
11. Insurance certificate;
12. Manufacturers or Supplier’s warranty certificate;
13. Inspection certificate, issued by the nominated inspection Entity, and the Supplier’s factory inspection report; and
14. Certificate of origin.
15. Original Calibration Certificate issued by manufacturer or recognized calibration service.
16. **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.

1. **Spare Parts (GCC Clause 14)**

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

1. **Warranty (GCC Clause 15)**

|  |  |  |
| --- | --- | --- |
| **GCC 15.4** | **Execution of Warranty** | 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.Warranty shall include calibration and preventive maintenance of equipment. |
| 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 |
| 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 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**. |
| **GCC 15.5** | 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”) |
|  |  | 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’ 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.
* 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:
1. 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

1. 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.

1. **Payment (GCC Clause 16) Payment for Goods supplied:** Payment shall be made in Pak. Rupees in the following manner:
2. 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.
3. 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 evidence to the said effect.
4. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
5. All payments to the Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities:
6. 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.
7. 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.
8. Payment will be released after deduction of applicable Stamp Duty and DPR.
9. **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.

1. **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 **≤ 10%** of the Total contract price.

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**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**
* **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

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

# SECTION IV. SCHEDULE OF REQUIREMENTS

# SCHEDULE OF REQUIREMENTS

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

1. All bidders must submit the technical specifications, performance specifications etc of offered equipment/ item using format provided in Section-IV under “Technical Specifications & Comparative Data Table”.
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 61010-1IEC 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 17025:2017, ISO 17034:2016 |
| USA | Association of Official Agricultural Chemists (AOAC) |  |

1. 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).
2. Non-Provision of mandatory documents mentioned in these BSDs shall lead to disqualification of the firm / quoted items.
3. All conditions and pre-installation requisites for trouble free operation of the instrument should be indicated clearly (temperature, humidity, electrical requirements etc with instrument cut-off limits due to environmental conditions should be indicated).
4. Any requirement not indicated in the tender document arising during/after installation of the equipment will have to be borne by the supplier.
5. All the required standards, chemicals & reagents for trouble free operations of the instrument must be provided with the equipment by the supplier.
6. All equipment must be delivered with a compatible pure sine wave true online UPS System of appropriate capacity (minimum 10 KVA) and input/output phases as per requirement of the equipment, capable of providing a backup time of minimum One hour, with comprehensive warranty of that is equivalent to the warranty of equipment must be provided.
7. All suppliers will be required to visit the lab as soon as the contract is awarded in order to ensure that the installation site is ready before the delivery of equipment. During the visit the supplier shall ensure that the power requirements, bench is of appropriate quality and dimensions etc. In case the site is not ready for installation in such a case all the necessary site preparation will be responsibility of the supplier.
8. **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.
9. **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 registered to manufacture the particular device by their national regulatory authority and has valid manufacturing license. Any official clearance or legal certificates.
10. **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.
11. **Training:** Successful bidder will be required to provide Training to staff regarding method development, usage and complete operation of instrument.
12. 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
13. 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.
14. 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)*.
15. The bidder shall submit information related to principal / manufacturer’s approved service center / workshop. Warranty card must be provided for all equipment.
16. 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**.
17. 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.
18. Alternative bids and Conditional Bids will be disqualified.
19. Origin of the Equipment i.e Manufacturing country along with Model No & Name of Manufacturer of the offered equipment must be provided.
20. Calibration certificate issued by ISO 17025 accredited organization shall be submitted for ensuring calibration of equipment.
21. The following inspections and tests shall be performed:
22. 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.
23. 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 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.
24. 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.
25. 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
26. **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/.
27. **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.
28. **Consumables during Commissioning & Training:** 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.
29. 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.
30. **Inspection**: The inspection committee of the procuring entity will inspect each equipment after installation, training of staff and completion of IQ, OQ & PQ.
31. **Warranty**: Warranty shall include calibration and preventive maintenance of equipment.

**Chemicals, Reagents, Media & Laboratory Consumables (Rate Contracting / Framework Contract)**

1. The bidder should provide the following details for each Chemicals, Reagents, Media, Standard & Laboratory Consumables: brand, catalogue number, country of origin, and shelf life (minimum of 75% at the time of delivery). A certificate of analysis and a safety data sheet must be attached and supplied to the laboratory for QA/QC.
2. The required Chemicals, Re-agents must be Certified Reference Material (CRM), which is characterized by a metrologically valid procedure for one or more specified properties, accompanied by a certificate that provides the value of the specified property, its associated uncertainty, and a statement of metrological traceability.
3. **Reference Material Producer (RMP)**: The required Chemicals & Re-agents must be from a (RMP), which is a body (organization or company, public or private) that is fully responsible for project planning and management, assignment of, and decision on property values and relevant uncertainties, authorization of property values, and issuance of reference material certificate or other statements for the certified reference materials it produces through accreditation under ISO-17034 to produce Reference Material (RM) and Certified Reference Material (CRM) based on a defined scope of accreditation.
4. **Traceability:** All Chemicals & Re-agents offered in response to the requirements must establish metrological traceability to the relevant International Standards or SI system.
5. Documents to be provided: In order to ensure the required Chemicals & Re-agents purchased is appropriate at the time of delivery Certificate of Analysis (COA) must be provided for each different Chemical & Re-agent. (COA) shall include the following information:
* The unique identifier of the (CRM)
* The certificate shows evidence that the (CRM) is accredited (this will be either text referencing their accreditation and the (RMP’s) accreditation certificate or the use of their accreditation symbol)
* A property value, where applicable
* The intended use of the (CRM)
* An expiration date or period of validity
* The name of the RMP and contact details
* Information on how to appropriately store the RM/CRM
* The instructions for handling and use of the RM/CRM
* The matrix is appropriate
* **Certificate from (RMP)** should state to the effect of “The certified value is metrologically traceable to the SI - International System of Units (Système international d’unités)”, followed by a description of how it is traceable to that stated reference
* Appropriateness of the *“Certified Value”* & associated *“Uncertainty”* for the measurement application.
1.
2. **Minimum Shelf Life:** At the time of Delivery to the delivery location all item shall have a maximum possible long expiry dates with the minimum remaining shelf life of at least **(75%)** in case of imported goods and at least **(85%)** in case of locally manufactured goods within Pakistan
3. **Repackaged / Relabeled Standards / Material:** Original Standards repackaged into smaller quantities may invalidate the metrological traceability. Therefore, the same will not be accepted.
4. The reagents must be compatible with the Equipment.
5. In light of **Rule No (31A)** of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services **(KPPRA) Rules, 2014**. The Procuring Agency will sign Framework Contract for purchase of **Chemicals, Reagents, Media and Laboratory Consumables**. The duration for the framework contract shall be for one year, extendable to another year up-to a maximum of three years, provided that every extension shall be approved by a committee, to determine competitiveness and assess value for money.

LIST OF REQUIRED HI-TEC EQUIPMENT

|  |  |
| --- | --- |
| **Sno** | **Equipment Name** |
| 1 | Liquid Chromatography Mass Spectrometry (LC-MS) |
| 2 | Enzyme Linked Immunosorbent Assay (ELISA) Reader |
| 3 | Atomic Absorption Spectrophotometer |
| 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 | Nitrogen/Protein Analyzer |
| 14 | Gluten Analyzer |
| 15 | Frost free Double Door Side by Side Refrigerator (Vertical) |
| 16 | ULT Freezer Chest |
| 17 | Bomb Calorimeter |
| 18 | Multi-Purpose Fourier Transform Spectrometer |

**CHEMICALS, REAGENTS, MEDIA & LABORATORY CONSUMABLES (RATE CONTRACTING / FRAMEWORK CONTRACT)**

| **Sno** | **General Chemicals** |
| --- | --- |
| 1 | (1-Methylamino) benzaldehyde |
| 2 | Acetic Acid - Used in fixing and Destaining protocols |
| 3 | Acetone |
| 4 | Acetonitrile (Pure) (HPLC Grade) |
| 5 | Acrylamide/Bis-acrylamide |
| 6 | Activated charcoal |
| 7 | Aluminium ammonium sulphate |
| 8 | Aluminium oxide (active neutral) |
| 9 | Amino quinolyl-N-hydroxysuccinimidyl Carbamate (AQC) - Used in derivatization for better detection. |
| 10 | Amino-4-sulphonic acid |
| 11 | Aminoantipyrine (99%) |
| 12 | Ammonium acetate |
| 13 | Ammonium carbonate |
| 14 | Ammonium chloride |
| 15 | Ammonium dihydrogen orthophosphate |
| 16 | Ammonium ferric sulphate |
| 17 | Ammonium ferrous sulphate |
| 18 | Ammonium formate |
| 19 | Ammonium heptamoldybdate tetrahydrate |
| 20 | Ammonium Hydroxide (NH₄OH). |
| 21 | Ammonium molybdate |
| 22 | Ammonium oxalate purified |
| 23 | Ammonium Persulfate (APS) |
| 24 | Ammonium phosphorate dibasic |
| 25 | Ammonium purpurate |
| 26 | Amyl Alcohol (Isoamyl Alcohol or Pentanol) |
| 27 | Anhydrous Sodium Sulfate (Na₂SO₄) |
| 28 | Antifoam Emulsion |
| 29 | Antimony metal powder |
| 30 | Antimony trichloride |
| 31 | Auramine standard |
| 32 | Barbituric acid |
| 33 | Barium chloride |
| 34 | Barium hydroxide |
| 35 | Benzoic Acid (C₇H₆O₂) |
| 36 | Borax (di-sodium tetraborate) |
| 37 | Boric acid |
| 38 | Bromate standard |
| 39 | Bromocresol green |
| 40 | Bromophenol Blue |
| 41 | C18 silica powder 10 um |
| 42 | Calcium carbide |
| 43 | Calcium carbonate |
| 44 | Calcium chloride |
| 45 | Calcium hydroxide |
| 46 | Carboxy methyl cellulose |
| 47 | Catalysts - mixture of potassium sulfate (K₂SO₄) and copper (II) sulfate (CuSO₄) |
| 48 | Chloramine- trihydrate 99% |
| 49 | Chloroacetic acid |
| 50 | Ciprofloxacin |
| 51 | Cis bixin |
| 52 | Citric acid |
| 53 | Cobalt sulphate |
| 54 | Concentrated Hydrochloric Acid (HCl) |
| 55 | Coomassie Brilliant Blue - Common protein stain |
| 56 | Cupric acetate monohydrate 99 % |
| 57 | Cupric sulphate |
| 58 | Destaining Solution - Typically a mixture of methanol, acetic acid, and water for Coomassie Brilliant Blue stain |
| 59 | Dextrose anhydrous |
| 60 | Di potassium hydrogen phosphate |
| 61 | Di sodium hydrogen orthophosphate |
| 62 | Diastase from Aspergillus |
| 63 | Dichloroflurescein |
| 64 | Diethyl Ether |
| 65 | Dimethylaminobaenzaldehyde for synthesis |
| 66 | Dioctyl sodium sulphosuccinate |
| 67 | Diphenyl carbazide |
| 68 | Disodium tartrate |
| 69 | Distillation Reagent, boric acid (H₃BO₃) |
| 70 | Eosin |
| 71 | Ethanol - used for cleaning and maintenance of the system. |
| 72 | Ethanol or Isopropanol |
| 73 | Ethylene diamine tetra acetic acid |
| 74 | Fast green FCF |
| 75 | Ferric chloride anhydrous |
| 76 | Ferric citrate |
| 77 | Fixing Solution - Usually a mixture of methanol and acetic acid |
| 78 | Formic Acid - used in mobile phases or for sample preparation. |
| 79 | Gamma Oryzanol |
| 80 | Gelatin powder |
| 81 | Glycerol |
| 82 | Guaiacol |
| 83 | Hexane sulphonic acid sodium |
| 84 | Hydrazine sulphate |
| 85 | Hydrochloric Acid (HCl) - For hydrolysis of proteins/peptides. |
| 86 | Hydroxylamine hydrochloride |
| 87 | Hydroxynaphthol blue |
| 88 | Hydroxyquinoline |
| 89 | Indicator Solution - methyl red or bromocresol green-methyl red mixture |
| 90 | Indoxyl acetate |
| 91 | Iodine |
| 92 | Iron (II) sulphate heptahydrate |
| 93 | Iron (III) chloride anhydrous |
| 94 | L- Tryptophan |
| 95 | L(+)-Tartaric acid |
| 96 | Lactose |
| 97 | Lead (III) acetate trihydrate |
| 98 | Lead carbonate 99% |
| 99 | Lithium Citrate Buffers -Difference pH levels (e.g., pH 2.2, 2.6, 3.0) for ion-exchange chromatography |
| 100 | Magnesium chloride |
| 101 | Magnesium sulphate |
| 102 | Mercaptoethanol or DTT (Dithiothreitol) |
| 103 | Mercuric chloride |
| 104 | Mercuric oxide red |
| 105 | Mercuric sulphate |
| 106 | Mercury (II) iodide red |
| 107 | Meso erythritol |
| 108 | Metanil yellow |
| 109 | Methanol – (HPLC Grade, 99.9%) |
| 110 | Methyl 4 hydroxybenzoate |
| 111 | Methyl blue |
| 112 | Methyl orange |
| 113 | Methyl red |
| 114 | N HCl - For protein/peptide hydrolysis. |
| 115 | N, N diethyl p-phenylenediamine |
| 116 | N,N,Dimethyl-1,4-phenylenediamine |
| 117 | N-1-Naphthyl ethylene diamine |
| 118 | N-1-Naphthyl ethylene diamine dihydrochloride |
| 119 | Neotame |
| 120 | Ninhydrin - Used for post-column derivatization in ion- exchange chromatography, producing a colorimetric response. |
| 121 | Nitrobenzaldehyde |
| 122 | O-Phthalaldehyde (OPA) - Commonly used with a thiol (like 2- mercaptoethanol) for fluorescence detection. |
| 123 | Orange-G stain |
| 124 | Oxalic acid |
| 125 | Oxytetracycline hydrochloride |
| 126 | p- Rosalic acid |
| 127 | Paraffin or Gelatin Capsules |
| 128 | Phenol (hydroxy benzene) |
| 129 | Phenol crystals |
| 130 | Phenolphthalein |
| 131 | Phenyl isothiocyanate (PITC) - Used in pre-column derivatization (e.g., for PTC amino acid analysis). |
| 132 | Phloroglucinol |
| 133 | Phosphorus pentoxide |
| 134 | Picric acid |
| 135 | Potassium bromide ( 99.5%) |
| 136 | Potassium chloride |
| 137 | Potassium chromate |
| 138 | Potassium dihydrogen orthophosphate |
| 139 | Potassium ferrocyanide 98.5% |
| 140 | Potassium hydroxide pellets |
| 141 | Potassium iodate |
| 142 | Potassium lactate solution |
| 143 | Potassium oxalate |
| 144 | Potassium Permanganate (KMnO₄) |
| 145 | Potassium persulphate |
| 146 | Potassium sodium tartrate |
| 147 | Potassium sulphate |
| 148 | Potassium thiocyanate |
| 149 | Protein Ladder/Marker |
| 150 | p-Toluidine pure |
| 151 | Pyrrolidine |
| 152 | Rhodamine B for microscopy |
| 153 | SDS (Sodium Dodecyl Sulfate) |
| 154 | Selenium dioxide |
| 155 | Silica gel (60-120) mesh |
| 156 | Silica gel (Coarse ) |
| 157 | Silica gel pore size (60A 70-230 mesh) |
| 158 | Silver nitrate |
| 159 | Sodium acetate |
| 160 | Sodium arsenite 98% |
| 161 | Sodium Azide - added to buffers to prevent microbial growth. |
| 162 | Sodium carbonate |
| 163 | Sodium Carbonate (Na₂CO₃) |
| 164 | Sodium chloride |
| 165 | Sodium Chloride (HPLC Grade) |
| 166 | Sodium Citrate Buffers |
| 167 | Sodium diethyldithiocarbamate trihydrate |
| 168 | Sodium hydrogen carbonate |
| 169 | Sodium Hydroxide (NaOH). |
| 170 | Sodium hydroxide pellets |
| 171 | Sodium lauryl sulphate |
| 172 | Sodium Metabisulfite (Na₂S₂O₅) |
| 173 | Sodium metasilicate |
| 174 | Sodium molybdate dihydrate 99% |
| 175 | Sodium nitrite |
| 176 | Sodium perchlorate |
| 177 | Sodium phosphate monobasic dihydrate |
| 178 | Sodium propionate 99.0% |
| 179 | Sodium sulphite anhydrous |
| 180 | Sodium thiosulfate pentahydrate |
| 181 | Sodium thiosulphate |
| 182 | Sodium tungstate dihydrate 98% |
| 183 | Solochrome black |
| 184 | Sorbic acid |
| 185 | Stannous chloride |
| 186 | Starch from corn |
| 187 | Starch from rice |
| 188 | Starch soluble |
| 189 | Sudan Dye lll |
| 190 | Sulfuric Acid (H₂SO₄) - Concentrated sulfuric acid (90-91%) |
| 191 | Sulphanilamide 99% |
| 192 | Sulphanilic acid |
| 193 | Sulphur powder |
| 194 | Tannic acid |
| 195 | Tartaric acid |
| 196 | TEMED (N,N,N',N'-Tetramethyl ethylenediamine) |
| 197 | Tetrabutylammonium hydrogen sulphate |
| 198 | Toluene |
| 199 | Tris Base - Buffer component to maintain pH |
| 200 | Trisodium citrate |
| 201 | Trisodium phosphate |
| 202 | Type-1 (Ultrapure Water <0.05) |
| 203 | Urea |
| 204 | Uric acid |
| 205 | Zinc acetate |
| 206 | Zinc heptahydrate sulphate |
| 207 | Zinc metal |
| 208 | Zinc oxide |

| **Sno** | **Solvents, Acids & Other Chemicals** |
| --- | --- |
| 1 | Acetone |
| 2 | Aniline |
| 3 | Acetic acid |
| 4 | Amyl alcohol |
| 5 | Acetonitrile |
| 6 | Benzene (crystalizable) |
| 7 | Bromine water |
| 8 | Butan-1-ol |
| 9 | Boron trifluoride methanol complex |
| 10 | Bromine for analysis |
| 11 | Carbon disulfide |
| 12 | Chloroform |
| 13 | Carbon tetrachloride |
| 14 | Castor oil |
| 15 | Chloral hydrate |
| 16 | Dichloromethane |
| 17 | Dimethyl ether |
| 18 | Diethylene glycol |
| 19 | Dimethyl sulphoxide |
| 20 | Dibromopropane |
| 21 | Ethanol (absolute) |
| 22 | Ethyl acetate |
| 23 | Furfuraldehyde |
| 24 | Formaldehyde solution |
| 25 | Formic acid (85%) |
| 26 | Furfural |
| 27 | Glycerol |
| 28 | Hexane |
| 29 | Hydrofluoric acid |
| 30 | Hydrogen peroxide |
| 31 | Hydrochloric acid |
| 32 | HPLC grade water |
| 33 | Hydrogen peroxide (30%) |
| 34 | Isobutanol |
| 35 | Liquid ammonia |
| 36 | Methanol |
| 37 | Methyl -tert -butyl ether |
| 38 | n-Butanol |
| 39 | n- Heptane |
| 40 | Nitric acid 65% |
| 41 | Nitric acid (Conc) |
| 42 | Orthophosphoric acid |
| 43 | Olive oil |
| 44 | Petroleum ether (40-60°) |
| 45 | Petroleum Ether (60-80°) |
| 46 | Propan 2-ol |
| 47 | Pafaffin |
| 48 | Pyridine |
| 49 | Sulphuric acid |
| 50 | Silicone oil |
| 51 | Silicone |
| 52 | Sesame oil |
| 53 | Trifluoracetic acid |
| 54 | Toluene |
| 55 | Triethylamine |
| 56 | Tetrachloroethylene |
| 57 | Wij’s solution |
| 58 | Xylene |

| **Sno** | **Name of Media** |
| --- | --- |
| 1 | Acetate Agar |
| 2 | Andrade peptone water |
| 3 | Asparagine-Proline Broth |
| 4 | Bacterial gram staining kit |
| 5 | Baird Parker Agar |
| 6 | Bile Esculin Azide Agar |
| 7 | Bile salts agar |
| 8 | Bismuth Sulphite Agar |
| 9 | Blood agar |
| 10 | Brain Heart Infusion Broth |
| 11 | Brilliant green agar |
| 12 | Brilliant Green Lactose Bile Broth |
| 13 | Bromocresol Purple Carbohydrate Broth |
| 14 | Buffered Peptone |
| 15 | Buffered Peptone Water |
| 16 | Butterfield's Buffered Phosphate Diluent |
| 17 | Carbohydrate Utilization Broth |
| 18 | Cetrimide agar |
| 19 | Chloramphenicol Yeast Glucose Agar |
| 20 | Cooked Meat Salt Medium |
| 21 | Czapek Yeast (Autolysate) CYA agar |
| 22 | Decarboxylase Test Medium (Lysine, Ornithine, Arginine provide |
| 23 | Deoxycholate Citrate Agar Medium |
| 24 | Dextrose Tryptone Agar |
| 25 | EC Broth |
| 26 | Egg Yolk Tellurite Supplement |
| 27 | Eosin Methylene Blue (EMB) Agar |
| 28 | Frazer Broth |
| 29 | Gelatin agar |
| 30 | Gelatin Phosphate Salt Broth |
| 31 | Glucose Salt Teepol Broth |
| 32 | Gram Negative Broth (GN) |
| 33 | Half Frazer Broth |
| 34 | Hektoen Enteric Agar (HEA) |
| 35 | Hexane |
| 36 | Hugh Leifson Medium |
| 37 | Kauffman Mueller's Tetrathionate Broth Base |
| 38 | Kligler Iron Agar |
| 39 | Koser's Citrate Broth |
| 40 | Lactobacillus MRS Agar |
| 41 | Lactose Broth |
| 42 | Lactose Gelatine Medium |
| 43 | Lauryl Tryptose Broth |
| 44 | Levine Eosin-Methylene Blue Agar (L- EMB Agar) |
| 45 | Listeria Enrichment Broth |
| 46 | Liver Broth |
| 47 | Lysine decarboxylase broth |
| 48 | Lysine Iron Agar |
| 49 | MacConkey Agar |
| 50 | MacConkey Broth |
| 51 | Malonate Broth |
| 52 | Malt Agar |
| 53 | Mannitol Salt Agar (MSA) |
| 54 | Mannitol Yolk Polymyxin (MYP) Agar |
| 55 | Methyl Red Voges Proskauer (MR-VP) (Glucose Phosphate Broth |
| 56 | Milk agar with cetrimide |
| 57 | Modified Oxford Agar |
| 58 | Motility Test Medium |
| 59 | MY-40 Agar |
| 60 | Nitrate Broth |
| 61 | Nutrient Agar |
| 62 | Nutrient Broth |
| 63 | Palcam Agar |
| 64 | Peptone |
| 65 | Peptone Water Diluent |
| 66 | Phenol Red Carbohydrate Broth |
| 67 | Phosphate Buffered peptone water |
| 68 | Plate Count Agar |
| 69 | Potato Dextrose Agar |
| 70 | Pseudomonas confirmation medium (Skim Milk Agar) |
| 71 | Pseudomonas Presumptive Test Broth |
| 72 | Rappaport-Vassiliadis Soy Peptone (RVS) Broth |
| 73 | Sabouraud Dextrose Agar (SDA) |
| 74 | Selenite Cystine Broth |
| 75 | Selenite F broth |
| 76 | separately) |
| 77 | Sheep Blood Agar |
| 78 | Simmons Citrate agar |
| 79 | Slanetz and Bartley Medium |
| 80 | SS media |
| 81 | Sulphite Agar |
| 82 | T1 N1 Agar |
| 83 | Tergitol-7 Agar Base |
| 84 | Tetrathionate Broth |
| 85 | Thioglycollate Agar |
| 86 | Thiosulfate-Citrate-Bile Salts-Sucrose Agar (TCBS) |
| 87 | Triple Sugar Iron Agar |
| 88 | Tryptic Soy Agar (TSA) |
| 89 | Trypticase Soy Broth |
| 90 | Tryptone Broth |
| 91 | Tryptone Glucose Extract Agar |
| 92 | Tryptone soya agar |
| 93 | Tryptose-Sulfite Cycloserine (TSC) Agar |
| 94 | Urea Broth |
| 95 | Violet Red Bile Agar (VRBA) |
| 96 | Xylose Lysine Deoxycholate Agar (XLD) |

| **Sno** | **Standards, Reagents, Kits** |
| --- | --- |
| 1 | 1.5 mL vials and inserts |
| 2 | 2 ml tube for UHPLC |
| 3 | Vitamins standards for UHPLC |
| 4 | Acetone |
| 5 | AHN Filter Tube (1.2-micron, 0.8 ml, 100 pcs) |
| 6 | Calcium Standard (1000 ppm) |
| 7 | Anion Standards for Ion Chromatograph Flex |
| 8 | Cation Standards for Ion Chromatograph Flex |
| 9 | Chloride Standard (1000 ppm) |
| 10 | Fluoride standard |
| 11 | Immunity Column Manifold for UHPLC |
| 12 | Internal Standards - Known amino acids for calibration and quantification. |
| 13 | Lithium Standard (1000 ppm) |
| 14 | Magnesium Standard (1000 ppm) |
| 15 | Sodium Standard (1000 ppm) |
| 16 | Standard Acid Solution - Hydrochloric acid (HCl) OR sulfuric acid (H₂SO₄) |
| 17 | Standard Base Solution - Sodium hydroxide (NaOH) |
| 18 | Nylon Filter paper |
| 19 | Pear Shape Flask |
| 20 | Potassium Standard (1000 ppm) |
| 21 | Propanol |
| 22 | Reagent Reservoirs 25 mL |
| 23 | Reagent Reservoirs 50 mL |
| 24 | Sodium Hypo-chloride |
| 25 | Whatman folded filter paper (185 mm, 100 pcs) |
| 26 | Whatman glass fiber filter paper (0.2 micron, 47 dia) |
| 27 | CDR Food Lab Iodine Value |
| 28 | CDR Food Lab Rancidity Value |
| 29 | CDR Food Lab Soap Content |
| 30 | Filter Cup (12 pcs) |
| 31 | Lacto Daily (Milk Analyzer Cleaning Solution) |
| 32 | Lacto Weekly (Milk Analyzer Cleaning Solution) |

| **Liquid Chromatography Mass Spectrometry (LC-MS) Standards** |
| --- |
| 1 | Amino Acid Standards (CAT No: A6282 and A6407 or equivalent) |
| 2 | Caffeine (≥ 1 g, Chemical Formula: C8H10N4O2) |
| 3 | Quercetin (≥ 1 g, Chemical Formula: C15H10O7 · xH2O) |
| 4 | Curcumin (≥ 0.25 g, Chemical Formula: [HOC6H3(OCH3)CH=CHCO]2CH2) |
| 5 | Trans Resveratrol (≥ 0.1 g, Chemical Formula: C14H12O3) |
| 6 | Chlorogenic Acid (≥ 0.1 g, Chemical Formula: C16H18O9) |
| 7 | Morphine (≥ 0.1 g, Chemical Formula: C17H19NO3) |
| 8 | Fluoxetine (≥ 0.1 g, Chemical Formula: C17H18F3NO.HCl) |
| 9 | Ibuprofen (≥1 mL; 1 mg/mL, Chemical Formula: C13H18O2) |
| 10 | Dexamethasone (≥ 1 g, Chemical Formula: C22H29FO5) |
| 11 | Thymoquinone (≥ 0.25 g, Chemical Formula: C10H12O2) |
| 12 | Thymol (≥ 0.25 g, Chemical Formula: C10H14O) |
| 13 | Para-cymene (≥5 mL; 1 mg/mL, Chemical Formula: CH3C6H4CH(CH3)2) |
| 14 | Gamma-terpinene, (≥ 0.1 g, Chemical Formula: C10H16) |
| 15 | (R) Limonene (≥ 0.25 g, Chemical Formula: C10H16) |
| 16 | Neral (≥ 0.25 g, Chemical Formula: C10H16O) |
| 17 | Geranial (≥ 1 mL; 0.1 µg/mL, Chemical Formula: C10H18O) |
| 18 | Cinnamaldehyde (≥ 0.25 g, Chemical Formula: C9H8O) |
| 19 | Metformin (≥ 0.5 g, Chemical Formula: C4H11N5.ClH) |
| 20 | Sildenafil (≥ 0.1 g, Chemical Formula: C22H30N6O4S) |
| 21 | Rifampicin (≥ 0.25 g, Chemical Formula: C43H58N4O12) |
| 22 | (≥ 0.1 g, Chemical Formula: C66H75Cl2N9O24.Cl H) |

| **FOSS Milkoscan FT3 Reagents** |
| --- |
| **Sno** | **Name** | **P/N** |
| 1 | MSc Zero. Used for rinsing and Zero the Milkoscan FT3 flow system. Pack of 50 sachets; each for 5 liters. | 60077631  |
| 2 | MSc-DeScaler: Used for daily/weekly 'Extra-Clean' procedure. Keeps the flow system clean from mineral build up. Pack of 10 Sachets, each for 1 liter. | 60070869  |
| 3 | MSc W-960: Used to calibrate the Conductivity sensor during a Zero measurement and for cleaning the Milkoscan FT3 flow system. Pack of 50 sachets, each for 5 liters. | 60092291 |

TECHNICAL SPECIFICATIONS & COMPARATIVE DATA TABLE

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 but rather write the specifications of the offered equipment against required.

| **Liquid Chromatography Mass Spectrometry (LC-MS)** |
| --- |
| **Specification** | **Requirement** |
| Flow Rate Range | 0.001 to 5 mL/min (or wider), in 1 µL/min increments |
| Flow Rate Accuracy | ± 1% or better |
| Flow Rate Precision | ≤ 0.075% RSD |
| Maximum Pressure | Capable of delivering aqueous and organic solvents at operating pressures up to 655 bar (9,500 psi) or higher |
| Working Temperature | 4 to 40°C or better |
| Humidity Range | 20 to 80% RH or better |
| Solvent Blending | Quaternary solvent blending with programmable gradient capabilities |
| Integrated Vacuum Degasser | Integrated vacuum degassing of all mobile phase lines |
| Autosampler Injection Volume | 0.1 to 1000.0 µL |
| Autosampler Injection Precision | ≤ 1.0% RSD from 0.5 to 0.9 µL;  |
| ≤ 0.5% RSD from 1.0 to 4.9 µL;  |
| ≤ 0.25% RSD from 5.0 to 1000.0 µL |
| Autosampler Sample Capacity | Accommodate both HPLC vials and 96/384 well plates |
| Autosampler Temperature Control | 4 to 40°C or better |
| Autosampler Needle Wash | Integrated and programmable |
| Autosampler Features | Capability for automated sample dilution and multiple vial withdrawals/dispensing |
| Column Oven Temperature Range | 4 to 90°C or better |
| Column Oven Temperature Accuracy | ±0.5°C or better |
| Column Oven Column Capacity | Support columns up to 30 cm in length and 7.8 mm ID |
| Automatic Priming | Automated start-up program for priming solvent lines |
| Dwell Volume | ≤ 1,450 μL for one fluidic path and ≤ 1,150 μL for a second fluidic path |
| Delay Volume | ≤ 1,050 μL for one fluidic path and ≤ 750 μL for the second fluidic path |
| Gradient Delay Volume (3σ) | ≤ 835 μL for one fluidic path and ≤ 435 μL for the second fluidic path |
| Real-Time Monitoring | Software for real-time monitoring of instrument performance and diagnostics |
| Fluidic Paths | Minimum of two fluidic paths with dwell volumes differing by at least 200 μL |
| **Mass Spectrometry (MS) System** |
| MS Type | Triple quadrupole (QqQ) or Quadrupole Time-of-Flight (Q-TOF), or Orbitrap-based system |
| Ion Source | Simultaneous ESI and APCI with heated probes |
| Mass Range | 5 to 2000 m/z or wider |
| Scan Speed | 15,000 AMU/sec or better |
| MRM Dwell Time | Minimum dwell time of 0.8 ms per channel |
| Polarity Switching Time | ≤ 15 ms |
| Dynamic Range | 6 orders of magnitude or greater |
| Sensitivity (ESI+) | S/N ≥ 300,000:1 for 1 pg reserpine |
| Sensitivity (ESI-) | S/N ≥ 100,000:1 for 1 pg chloramphenicol |
| Sensitivity (APCI+) | S/N ≥ 50:1 for 1 pg 17-α-hydroxyprogesterone |
| Scanning Functions | Full scan, SIM, product ion scan, precursor ion scan, neutral loss scan, MRM, positive/negative ion switching |
| Detector | Photomultiplier tube detector with 10-year guaranteed lifetime |
| Vacuum System | Mechanical pump and turbo molecular pump with differential pumping system |
| **Software and Data Analysis** |
| Instrument Control & Data Analysis | Software for instrument control, method development, data acquisition, processing, analysis, and reporting |
| Compound Identification | Library searching capabilities |
| Quantitation | Software must be able to do quantitation of data. |
| Data Security & Traceability | Features for data security, audit trails, and compliance with regulatory requirements |
| **Additional Requirements** |
| Additional Ion Source (Optional) | APGC source compatible with LC-MS/MS software, with rapid switching capability. APGC Source must have **GCMSMS** capability |
| LC Multiresidue Pesticide Standards Kit | Kit with 204 compounds, grouped for stability, quantitatively tested |
| Automatic System for Sample Preparation | Automated Liquid handling with software for automated workflows, including pipetting, SPE, heating/shaking |
| Columns | UPLC HSS T3 2.1x100mm (2 Nos.), C18 2.1x50mm (2 Nos.) or equivalent |
| Computer System | Compatible Branded computer system |
| Nitrogen Generator | Flow rate 24 L/min or greater |
| Mechanical Pump | Pumping speed 65 m³/h or greater |
| Training | On-site training for all personnel |
| Consumables & Maintenance | List of consumables and maintenance requirements for 2 years |
| Facility Requirements | Vendor to provide and assist with facility requirements |
| Software Updates | Software updates for 5 years |
| Accessories  | Must have relevant accessories in pesticide analysis (e.g., QuEChERS). etc. |

| **Enzyme Linked Immunosorbent Assay (ELISA) Reader** |
| --- |
| **Specifications** | **Requirements** |
| Applications | Identify food allergens in samplesIdentify harmful microbes like salmonella in food etcIdentify residues of pesticides and veterinary drugs in food |
| **TECHNICAL SPECIFICATIONS** |
| Plate Type | 96-well plates |
| Light Source | Quartz-halogen lamp |
| Detector Type | Photodetector |
| Wavelength Selection | Filters |
| Wavelength Range | 340 to 850nm or better |
| Filters | 8-position filter wheel; filters installed: 405nm, 450nm, and 620nm |
| Linearity | 0-3 Abs, ± 2% at 405nm, 96-well plate |
| Read-out Range | 0 to 6 Abs |
| Resolution | 0.001 Abs |
| Accuracy | ±1% (0–3 Abs) or ± 0.003 Abs, whichever is greater at 405nm |
| Precision | CV ≤ 0.2% (0.3–3 Abs) at 405nm |
| Shaking | Linear |
| Measurement Speed | 7 seconds, 96-well plate, fast mode; 13 seconds, 96-well plate, normal mode or better |
| Interface | User: On-board or PC control |
| **ACCESSORIES INCLUDES** | **Horizontal Electrophoresis System** |
| Maximum Sample Capacity | 210 or better |
| Base Buffer Volume | 500 mL |
| Buffer Recirculation | Compatible with system |
| Flexicaster Options | yes |
| Typical Running Conditions | 90-150V, 60-90 minutes |
| Bromophenol Blue Migration Rate | 4-7cm/h at 90-150V or better |
| Timers | Up to 999 min per step |
| Crossover | Automatic |
| Display type | Backlit TFT-LCD Graphic type |
| Pause function | Yes |
| Safety features | No Load Detection |
| Load Change Detection |
| Overload Detection |
| Ground Leak Detection |
| Programmable | Yes |
| Store up to 100 run methods |
| Program up to 20 steps per method |
| Stackable | Yes |
| Housing material | Polycarbonate |
| Operating temperature | 0°C–40°C or better |
| Reagents, Consumables | All the reagents and consumables required for the application run will be provided at least for 2 years. |

| **Atomic Absorption Spectrophotometer Specifications** |
| --- |
| **Specifications** | **Requirements** |
| **General Requirement** |
| Application | To detect following elements such as Antimony (Sb), Arsenic (As), Barium (Ba), Borate (B), Cadmium (Cd), Chromium (Cr), Copper (Cu), Cyanide (CN), Fluoride (F), Lead (Pb), Manganses (Mn), Mercury (Hg), Nickel (Ni), Nitrate (NO3), Nitrite, Selenium (Se), Boron (B) etc. |
| System Type | Fully automated, computer-controlled Flame |
| Software Control | Integrated software for instrument control, data acquisition, advanced data processing, AI-driven analysis, and comprehensive reporting. |
| Safety Features | Advanced, multi-layered safety features for flame, furnace, and hydride operation, including real-time monitoring and remote diagnostics. |
| Installation and Training | On-site installation, commissioning, advanced application training, and ongoing technical support. |
| Consumables & Maintenance | Full inventory of required consumables and predictive maintenance software included. |
| **Spectrometer** |
| Optics | Real-time double-beam optics with advanced aberration correction. |
| Background Correction | High-intensity deuterium background correction with adaptive optimization. |
| Monochromator | High-resolution double monochromator with motorized drive and automatic wavelength calibration. Wavelength range: 185-900 nm. |
| Bandwidth Slits | Automated slit selection. Settings: 0.1, 0.2, 0.5 and 1.0 nm or better |
| Detector | Advanced, wide-range segmented solid-state detector with ultra-low noise CCD/ CMOS or better charge amplifier array and real-time temperature stabilization. |
| Lamp Turret | Motorized, computer-controlled, eight-lamp turret with automatic lamp alignment and individual lamp diagnostics. |
| **Flame Atomizer** |
| Gas Controls | Fully computer-controlled, mass-flow-controlled gas system with real-time leak detection. |
| Safety Functions | Advanced safety interlocks, remote monitoring, and automatic emergency shutdown with alerts. |
| Burner Heads | Titanium burner heads for air-acetylene and nitrous oxide-acetylene operation with quick-change design. |
| Air compressor, Exhaust  | Required |
| Software & System | Fully computer control operational software, Computer, Printer |
| Lamps and Standards | Lamps & Standards multi element will be preferred with maximum elements. |
| Silver Ag, Cadmium Cd, Iron Fe, Manganese Mn, Potassium K, Sodium Na, Calcium Ca, Chromium Cr, Cobalt CO, Copper Cu, Magnesium Mg, etc. |
| UPS | Required for Backup system |

| **Real-Time PCR** |
| --- |
| **Specifications** | **Requirements** |
| Block configuration​ | 96-well 0.2 ml block |
| Reaction volume range | 10-100 µl or better |
| Excitation range | 450-680nm |
| Detection range | 500-730 nm |
| Excitation source​ | Bright white LED​ |
| Optical Detection​ | 6 decoupled filters, provide 21 filter/color combinations for multiplexing flexibility |
| Multiplexing | 6 targets multiplexing in a single reaction |
| Temperature Zone function  | 6 zones separated by insulation layer, able to run 6 independent reactions in a single run |
| Temperature accuracy and Uniformity | 0.40C or better & 0.20C or better​ |
| Maximum Block ramp rate  | 6.50C​/sec |
| Detection sensitivity | Can detect changes down to 1.5-fold between the targets.10 log dynamic range sensitivity.  |
| 21 CFR 11 Compliance | Yes, with no additional fee |
| Interface | Touchscreen interface with standalone system. Also able to connect with laptop or desktop |
| System & Software | Analysis and Design software for reaction set up and analysis & Compatible computer system |

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| **5** | **UV-VIS Spectrophotometer** | **Application:** * Detect adulterants like melamine, urea, and other contaminants in food products.
* Analyse the presence and concentration of food colorants, such as tartrazine, sunset yellow, and brilliant blue.
* Detect residues of pesticides and herbicides in food products.
* Analyse the presence and concentration of vitamins and nutrients, such as vitamin C, vitamin E, and beta-carotene.
* Analyse the presence and concentration of food additives, such as preservatives and antioxidants.

**Specifications:**Photometric system: Double beamMonochromator: Double out-of-plane Littrow/Czerny Wavelength range: 185-1100nm or betterSpectral Bandwidth: 0.5, 1, 2, 5, 20 nm or betterDetector: Si diodes, high sensitivitySample and Reference Source lamp: Tungsten / DeuteriumWavelength Accuracy: ±0.1 nm at D2 peak @ 656.1 nm, +/-0.3 nm for full range.Wavelength Reproducibility: ±0.1 nm Photometric Accuracy: +/- 0.002A (0-.4 Abs) or better +/-0.004A (.5-1 Abs)Photometric Reproducibility: +/-0.001 AbsPhotometric Noise: < 0.00005 Abs (at 700 nm, RMS)Baseline Flatness: +/- 0.0005Abs (After one-hour warm-up) Baseline Stability: < 0.0003 Abs/h (700nm, after One hour warm up)Number of cuvettes: 4 pairs QuartzCell changer: Multi cell holderComputer: Core i7, 21” LED Complete system. Printer: Laser jet printer or equivalent.UPS: True Online UPS to support the system |

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| **6** | **Automatic Karl Fischer Titrator** | Measurement Range: 30 ppm to 100%Resolution: 0.01 mlRepeatability: ˂ 0.01Moisture display resolution: 1 ppmCapacity of burette: ˃ 25 mlCapacity error: ˂ ± 0.002Linear correlation coefficient: ˃ 0.998Sensitivity: 10 ˗6 AAutomatically loads and injects, titrates and removes the waste liquid3-way diversion valve facilitates efficient sample introduction and reagent additionTitrates water in liquid as well as solid state |

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| **7** | **Sample Homogenizer/Lab blender** | Application: Lab Blender should blend low setting samples. The adjustable blending power should improve the efficiency of bacterial extraction by adapting to the matrix.**TECHNICAL SPECIFICATIONS**All stainless steel 304 L or betterMultifunctional digital screenPlain & Fully opening doorTight closing: tight closing for no more leaks from the top of the bagRemovable paddlesSide-by-side paddle stopAdjustable blending powerUseful volume: 5 - 80 mLVariable speed (3 - 6 - 9 - 12 strokes/s)Variable blending time (1 s - 1 h) |

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| **8** | **Fiber Analyzer** | **Hot Extraction Unit is fiber determination system Consists of:** Hot Extraction UnitStandard accessory kit**The configuration above includes the standard accessory kit:** 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**Technical Specifications**Performance data:**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**Installation requirements:** **Water supply**: Tap water for condensers (approximately 2 L/min) and water aspirator (during filtration) |

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| **9** | **Automatic polarimeter** | **SPECIFICATIONS:****Measurement mode:** Four modes: optical rotation, specific rotation, concentration and international sugar content**Calibration mode** Automatic Calibration**Measuring Range** ±89.99°, ±259°Z**Minimum reading** 0.001° (optical rotation)**Accuracy** ±0.01° (-45° ≤ optical rotation ≤ +45°)**Repeatability** (standard deviations) 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:** ± 0.2°C**Display mode:** 7-inch TFT touch screen**Data storage capacity:** 1000 sets of data**Interface:**  USB, RS232 |

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| **10** | **Handheld Flow Cytometer** | Technology: Impedance Flow Cytometry Time to Results: Total Viable Counts in 30 secondsEnhanced process control: Point-of-need, direct, real-time countsOn-site microbiological testing of laboratory surfaces, liquids and rinse water samplesImpedance flow cytometry measures these fluctuations, directly counting all types of bacteria, regardless of their growth requirements or physiological state. AI / Cloud based software for different locations and real time monitoring on smartphonesLimitless memory and storage of data |

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| **11** | **Soxhlet Apparatus** | **Automatic Solvent Extractor System** Fully automated solvent extractor & fast, precise and accurate fat determination **Technical Specifications** 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  |

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| **12** | **Fully Automatic Kjeldhal Apparatus (Nitrogen Distillation Unit Digestion Block Complete Automatic set)** | **APPLICATION:** Fully automated Kjeldahl Analysis used to determine organic nitrogen and protein contents and other high temperature digestion processes in food samples. Kjeldahl Unit Should be combined unit with all units from the same manufacturer and consist of Digestion unit, Distillation unit, Scrubber and Auto titrator 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: ≥0.1mg NReproducibility: 1% of RSD Tube draining: 200 ml in less than 10 seconds or better Temperature Control Accuracy: -±0.5 °C • Automated• 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 and Distillation Unit** • Automated Programmable Temperature Digestion unit. • Tube holding capacity: ≥ 20 • Temperature: ambient upto 450˚C • Temperature Stability: ± 1°C or better • Digestion Time range: 1 - 999 minutes or more • Should have programmable time & temperature ramping and audible alarms • Should be provided with Automatic motorized lifting of tubes from the heating unit.**Accessories** • Exhaust Unit • Rack, Stand, Lid • Digestion Tubes as per supplied unit • Handling device for digestion tubes • All other required accessories for standalone operation of the digester **Scrubber System** • Safe mode for reducing chemical spillage. Designed to neutralize toxic fumes produced during mineralization. • The material of construction of the scrubber should be of high endurance materials like borosilicate glass or high-quality stainless steel/pvc. • Auto start from Digestion System • Cleaning shall include condensation, neutralization, adsorption and redox reactions to maintain efficiency of the equipment • Suction should be regulated/ adjustable to achieve efficient digestion. **Automated Distillation and Titration Unit** • Automated addition of reagents. • Should be completely programmable for all controls like cooling water, dilution water, sodium hydroxide, receiver solution, automatic calculation, automatic emptying of tube, titration vessel. • Should have built-in colorimetric titration system and allow use of a wide range of indicators. • Should have possibility for bypassing automatic titration system to allow manual titration• Minimum dispensing volume: 2 - 3 μL • Automatic waste removal via tube drainage after distillation • The system should be able to store the recorded data and must have facility for downloading the same using an USB port or through Wi-Fi or connectivity for LIMS • Additionally, it should be possible for transferring weights and retrieving data using suitable software which is compliant to traceability. • The system should have safety sensors and audible warning systems • Should be provided with exchangeable splash head to reduce carry-over effects • The system should be provided with suitable password protection to prevent tampering of programs and data.• The system shall have the possibility to track performance of the system and warns if analysis results change over time. It is desirable to have component traceability feature in the system for effective maintenance of the system. The instrument shall be delivered with a Verification Test document that certifies that instrument has been performance tested in factory (confirming analysis performance).**Spares and Accessories** • All Chemicals and reagents for 200 runs • All supplied reagent containers must be ≥2 L made of high-quality borosilicate glassReference Standard: All reference standards shall be provided, Certified and traceable to international standards **Reference Method** • Verified method as per official standards such as AOAC, EPA, ISO **Operating Manuals, Service Manuals, Other Manuals** • Installation, Operation, and Maintenance. **Recommendations or Warnings** • Ensure safety with advanced features and automatic alerts. • Distillation temperature monitoring and warning provision should be there to ensure real time monitoring of temperature of distillate thereby ensuring accuracy of results **Digital Connectivity** • The instrument shall be fully capable of digital connectivity capable of integration with Laboratory Management & Information System (LMIS) through Application Programming Interface (API), Direct connectivity, Ethernet, Wifi, Bluetooth etc. **List of Spares and Accessories** List of all spares and accessories (including minor) with part numbers, required for maintenance and repairs in future after guarantee/ warranty period should be attached.**UPS** Suitable Online 5 kVA to support the equipment. |

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| **Nitrogen/ Protein Analyser** |
| **Specification** | **Requirement** |
| Instrument Type | Dual Carrier Gas Nitrogen/Protein Analyzer |
| Automation | Fully automated |
| Versatility | Optimal for a wide range of food samples |
| Analysis Time | Results within 3–4 minutes |
| Energy Efficiency | Low energy consumption design |
| Space Efficiency | Single, compact unit design |
| Detection Limit | 0.001 mg N (Helium), 0.01 mg N (Argon) or better |
| Precision | High precision across a range of samples |
| Autosampler Capacity | Integrated autosampler capable of managing up to 30 samples or better (up to 4 discs of 30 positions) |
| Computer & Printer | System to include a computer and printer with compatible software |
| Calibration Certificates | Provision of valid calibration certificates with traceability |
| Method of Analysis | Combustion or better |
| Detector | Auto-calibrating Thermal Conductivity Detector (TCD) – no reference gas required |
| Sample Weight | Up to 1 gram |
| Combustion Temperature | 1030°C / 1886°F; High combustion temperature for complete sample oxidation |
| Reproducibility (RSD) | < 0.5% for standard reference materials |
| Recovery | > 99.5% |
| Carrier Gas (Helium/Argon) | High purity gas requirements 99.999% (GRADE 5.0) |
| Reagents & Consumables Provision | All reagents and consumables required for the application run provided for at least 2 years |

|  |  |  |
| --- | --- | --- |
| **14** | **Gluten Analyzer** | **Gluten Washer** Purpose: Determines flour performance and wet gluten content in whole wheat, bread, durum semolina, and wheat flour.Completely automatic, with the option to run two samples simultaneously.Washing Time: 2,400 seconds (approximately 40 minutes), with the option to extend kneading and washing time as requested.Kneading and washing process completed in under six minutes.Provides an audible warning when the test is finished.Includes all necessary accessories and documentation.**GLUTEN INDEX**Determines the quality of real gluten by measuring gluten strength and resistance.Measures gluten strength, indicating whether gluten is weak, average, or strong.Separates strong and weak parts of gluten.Reflects destruction caused by harmful insects in wheat and flour.Has an LCD display showing test time.Designed according to world standards.Test duration: 60 seconds.Operating speed: 6000 rounds per minute.Automatically stops at the end of the test and provides an audible warning.Features a cover lock system for safety.**DRY GLUTEN DEVICE**Use to obtain dry gluten of wheat and flour samples with specific temperature and drying time.Interior made of high alloy 25mm aluminum plates for longevity.Test duration: 5 minutes (can be optionally reduced or increased).Controlled by microprocessor, automatically adjusts to operating temperature of 150°C.Reaches operating temperature in a few minutes and maintains stability.Warning light turns green when operating temperature is reached.Teflon-coated plates for holding wet gluten during test.Audible warning automatically sounds when test is finished. |

|  |  |  |
| --- | --- | --- |
| **15** | **Frost free Double Door Side by Side Refrigerator (vertical)** | CFC-free rapid fan cooling technology Digital control panel for temperature monitoring and alarms Sprayed steel interiorsTemperature range: 2 °C ~ 8 °C 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 aluminum fin Condenser Tube type Noise 55 Db or less Transparent door having lock system 5 Or more shelf (on each side) Display LED/Digital display for temperature and warning/error messages To have seven days chart recorder/microprocessor controlled digital data logger technology.With Glass door |

|  |  |  |
| --- | --- | --- |
| **16** | **ULT Freezer Chest** | ULT Freezer vertical with dual freezing System Cooling liquid R404A / R508B or equivalent Cooling type air cooling Insulation Vacuum insulation paneling Capacity 350L or better Temperature range -50 °C to -86 °C or better LN2/CO2 backup system  |

| **Bomb Calorimeter** |
| --- |
| **Specification** | **Requirement** |
| Instrument Type | Fully Automated Bomb Calorimeter for rapid determination of Gross Calorific Value of food items with advanced combustion analysis. |
| Temperature Resolution | 0.00001°C or better |
| Reproducibility/Repeatability | ≤ 0.05% RSD or better |
| Unit of Measurement | CAL, KJ, user-defined units |
| Data Storage | Unlimited data storage with integrated database management and LIMS compatibility. |
| Sample Pelletizer | Fully automated pelletizer with integrated weighing and barcode scanning. |
| Sample Weight | 0.2 to 1.5 g, with automated weight verification. |
| Calorific Value Measurement Range | 10 – 15000 Calories or more, with extended dynamic range. |
| Jacket Type | Isoperibol, adiabatic, or dynamic water jacket with real-time temperature control. |
| Combustion Bomb Type | Removable combustion bomb and bucket type with automated bomb handling and cleaning. |
| Combustion Bomb Standards | Comply with ASTM E144, ISO 9831, and other relevant international standards. |
| Network Interface | Ethernet, Wi-Fi, and multiple USB ports for connectivity |
| Oxygen Filling | Automated mass-flow-controlled oxygen filling with real-time pressure monitoring and leak detection. |
| Calculation | Provision for correction facilities due to moisture, fibre, spike weight, ash, nitrogen, and other relevant parameters for accurate Gross Calorific Value and nutritional analysis. |
| Calibration Standards | Certified values of Certified Reference Materials (CRM) provided by an accredited Reference Material Producer with stated metrological traceability to the SI.  |
| Oxygen Cylinder | High-purity oxygen cylinder 2 Nos with intelligent regulator and gas purity sensors. |
| Cylinder Regulator | Intelligent cylinder regulator with automated pressure control, leak detection, and remote monitoring. |
| Accessories | Ignition wire – Additional 20 NosCotton thread – 2000 PcsCombustion crucible – 50 PcsCombustion bomb – Additional 5 NosSample preparation tools and consumables. |
| Total System Band Spread | ≤ 10 µL |
| Dwell Volume (Total System) | ≤ 350 µL (includes standard mixer) |
| Gradient Delay Volume | ≤ 250 µL (includes standard mixer) |
| Integrated Leak Management | Required and fully automated. |
| Computer System/Printer | Compatible with the latest computer/printer system, pre-installed with analytical software. |
| UPS | Compatible UPS required. |

| **Multi-Purpose Fourier Transform Spectrometer** |
| --- |
| **Specification** | **Requirement** |
| System Type | Multi-channel & multipurpose Fourier transform instrument for qualitative and quantitative analysis of various food products. |
| Measurement Channels | Integrated: 1) Sample compartment for liquids, 2) Integrating sphere for non-liquids. |
| Calibration Packages | Calibration packages for: Edible oils, Dairy products, finished feed, Seeds, Meat products, Sugar products & Juices, Flour & Milling.Must include relevant libraries/data base of each and every parameter along with detection ranges which should be comparable to wet-chemistry methods. Calibration packages/libraries must include free lifetime upgrades and without any license fee for the lifetime |
| Computer system | Latest compatible computer system with printer |
| Software | Complete operating software packages |
| Installation and Training | On-site installation, method development, commissioning, and application training provided by the vendor and onsite manufacturer application support |
| NIR Source | NIR Source life must be 18,000 hours or more |
| Warranty | Minimum 1-year warranty on all parts. 10-year warranty on interferometer and laser. |
| Consumables & Maintenance | List of required consumables and maintenance procedures for two years of operation. |
| **Instruments Specifications** |
| Resolution | 2 cm⁻¹ |
| Interferometer | Permanent aligned, sealed, high stability Michelson interferometer with cube corner mirrors. |
| Optics | Gold-coated mirrors. |
| Wavenumber Accuracy | Better than 0.1 cm⁻¹ |
| Wavenumber Repeatability | Better than 0.006 cm⁻¹ |
| Photometric Accuracy | 0.1% T |
| Measuring Speed | Up to 5 scans/sec at 8 cm⁻¹ resolution |
| Validation | Fully automated internal validation unit. |
| NIR Source | Air-cooled NIR source (12V, 20W). |
| Laser System | Minimum 10-year lifetime. |
| **Measurement Channel 1: Sample Compartment for Liquids** |
| Detector | High sensitivity InGaAs detector, thermoelectrically cooled. |
| Spectral Range | 11,500 - 4,000 cm⁻¹ |
| Liquid Handling | Follow liquid milk cell with peristaltic pump. |
| Sample Vials | Different sizes of vials for liquid samples. |
| Temperature Control | Heatable sampling slot from ambient to 120°C. |
| Accessory Exchange | Mechanical lock mechanism for quick, secure, reproducible accessory exchange. |
| Accessory Identification | Automatic identification of inserted accessories and automatic spectral test routines. |
| **Measurement Channel 2: Integrating Sphere for Non-Liquids** |
| Detector | High sensitivity InGaAs detector. |
| Spectral Range | 11,500 - 4,000 cm⁻¹ |
| Sample Handling | Rotating sample holder with suitable accessories. |

# 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:

1. **Verification:**

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

1. **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.

1. **Authorization:**
2. 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).
3. **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:

1. 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.
2. 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.
3. **Tax Registration:**

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

1. Valid Income Tax Registration
2. Valid General Sales Tax Registration
3. Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.
4. As per **Rule No (37)(A)** of **KPPRA Rules 2014** For Service Level Agreement All bidders 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
5. **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.

1. **Price/Bid Validity:**

Offers must meet required Price Validity of **120 Days** from Bid Opening date.

1. An **Affidavit on Judicial stamp paper of Rs.50 or more** submitting following clauses that:
2. Only genuine manufacturer’s warranty for replacement and not repair of the complete equipment and parts shall be done during the warranty period.
3. 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.
4. That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer’s Name.
5. Standard Accessories as a part and parcel of the equipment are clearly mentioned and provided.
6. That the Bidder will provide after sales services beyond the period of warranty.
7. 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.
8. That bidder has declared Conflict of Interest *(if any),* along with Bid Solicitation Documents.
9. 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.

# TECHNICAL EVALUATION CRITERIA (WEIGHT=70)

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

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:

= (70 x 70) ÷ 100 = **49**

|  |  |
| --- | --- |
| **Technical Evaluation Weight**  | **70%** |
| **Financial Evaluation Weight** | **30%** |
| **Total** | **100%** |

Scoring and Weighting Principles

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:

1. **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:**

= (Lowest Bid/ Individual Bid) x 30%

| **TECHNICAL EVALUATION CRITERIA (EQUIPMENT)** |
| --- |
| **SNO** | **CATEGORY** | **WEIGHT** | **CRITERIA FOR SCORE** | **SCORES** |
| 1 | **Equipment Quality** | **50** |   |  |
| a | Product Quality | 10 | Proposed equipment is registered & certified with at least one **recognized international quality standard** (e.g., **US-FDA, CE, JIS, or equivalent**). | 10 |
| Proposed equipment is **not certified** with any international accreditation body. | 0 |
| b | **Compliance Conformity with Requirements:** *(Minor deviations may be accommodated up to 3, subject to the condition that main function and performance in any aspect would not be affected. More than 3 minor deviations will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each minor deviation will be deducted)* | 30 | **Fully compliant** with required specifications additional beneficial features & performance enhancements provided | 30 |
| **Fully compliant** with required specifications having no additional beneficial features & performance enhancements | 25 |
| Partially C**ompliant** with required specifications with **minor deviations (up to 1)** | 24 |
| Partially C**ompliant** with required specifications with **minor deviations (up to 2)** | 23 |
| Partially C**ompliant** with required specifications with **minor deviations (up to 3)** | 22 |
| **Non-Compliant** **Minor deviations exceeding (3)** and/or **Major Deviation (1)** | 0 |
| c | **Performance certificate:** *Certificate from Institutions/ Laboratory (Govt or Semi Gov or Private), where same equipment has been installed in the past 10 years and is currently operational* | 10 | 05 Certificates submitted | 10 |
| 4 Certificates submitted | 8 |
| 3 Certificates submitted | 6 |
| 2 Certificates submitted | 4 |
| 1 Certificates submitted | 2 |
| 2 | **Manufacturer / Principle Quality Certification** | **10** | Manufacturer and Manufacturing site of offered equipment is registered & certified for Quality Management, **ISO 9001:2015** or equivalent from PNAC / IAF accredited body | 10 |
| No required certificate submitted | 0 |
| 3 | **Bidders / Firms capacity & Capability** | **30** |   |  |
| a | **Audit Reports / Liquidity Ratio: Current ratio** *(Current Assets/ Current liabilities)* | 5 | Audit reports of last consecutive 3 years and showing Average "Current Ratio > 1" for the last Three consecutive Years | 5 |
| Audit reports of less than 3 last consecutive years submitted and / or Average "Current Ratio < 1" for the last consecutive 03 Years | 0 |
| b | **Bidder's / firm's Quality Management Certification** | 10 | Valid ISO 9001 Quality Management Certificate of the firm / bidder from PNAC accredited body | 10 |
| No Quality Management certificate is submitted | 0 |
| c | **Bidder’s / firms Satisfactory Supply Completion** *(Certificate from Institutions/ Laboratories (Government, Semi Government or Private), for completion of supply. Certificate and supply shall not be older than past 07 years* | **10** | 05 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. | 10 |
| 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 | 8 |
| 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 | 6 |
| 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 | 4 |
| 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 | 2 |
| Zero (0) score will be awarded for no submission by the bidder. | 0 |
| d | **Personnel/Human Resource:** *(Factory training to be verified from the visa, passport, travelling history) or a certificate issued by the Manufacturer. PEC Registration to be verified from PEC registration card of Engineer)* | 5 | Factory trained, Graduate Engineer with PEC Registration in electrical / electronics, biomedical / mechatronics / mechanical / industrial | 5 |
| Graduate Engineer with PEC Registration in electrical / electronics, biomedical / mechatronics / mechanical / industrial | 3 |
| Diploma of Associate Engineer (DAE) in electrical / electronic / biomedical / mechatronics / mechanical / industrial. DAE certificate must be submitted. ***(0.5 mark for each certificate upto a maximum of 2)*** | 2 |
| 4 | **Scope of Services** | **10** |   |  |
| a | Technical Support & After Sales Services | 5 | Bidder / firm has manufacturer's approved Workshop / Service Centre facility and personnel for after sales service in Peshawar | 5 |
| Bidder / firm has manufacturer's approved Workshop / Service Centre facility and personnel for after sales service in Pakistan | 2 |
| b | Functional local Office | 5 | Bidder / Firm has functional office within Peshawar | 5 |
| Bidder / Firm has functional office outside Peshawar within Pakistan | 2 |
|   | **Total Weight:** Criteria(i + ii + iii + iv + v + vi) =  | **100** |   |  |

| **TECHNICAL EVALUATION CRITERIA CHEMICALS, REAGENTS, MEDIA & STANDARDS** |
| --- |
| **SNO** | **CATEGORY** | **WEIGHT** | **CRITERIA FOR SCORE** | **SCORES** |
| **1** | **Quality** | **45** |   |   |
| a | Product Quality | 10 | a. Product is registered & certified with recognized international standards (ISO, USP, EP or equivalent) | 10 |
| b. Product not certified with international standards | 0 |
| b | **Metrological Traceability:** an unbroken metrological traceability chain to acceptable international measurement standards **(i.e SI, ASTM, EPA)** | 10 | a. Offered Goods establishes metrological traceability to international standards (i.e SI, ASTM, EPA or other international standards) | 10 |
| Offered Goods does not establish metrological traceability to international standards | 0 |
| c | Safety and Hazard Compliance | 10 | Safety Data Sheet (SDS) and hazard classification provided, meeting international guidelines (GHS, CLP, OSHA, REACH). | 10 |
| b. Limited hazard data provided (missing hazard classification) | 5 |
| c. No hazard data provided | 0 |
| d | Stability and Shelf Life | 10 | a. Shelf life above 12 months, supported by stability testing reports | 10 |
| b. Shelf life 6–12 months | 5 |
| c. Shelf life below 6 months | 0 |
| e | USA / Europe origin quoted items | 5 | a. USA / Europe origin quoted items | 5 |
| b. Origin from other countries but meets all quality and regulatory requirements | 3 |
| No country of origin provided or fails to meet quality standards. | 0 |
| **2** | **Performance & Compliance** | **15** |   |   |
| a | Functional Compliance *(Analytical Grade, Concentration etc data must be provided by bidder)* | 5 | a. Fully compliant with technical & quality specifications, including independent lab test reports or supporting validation documents submitted | 5 |
| b. Partially compliant with minor deviations that do not impact performance | 2 |
| Non-Compliant | 0 |
| b | Compatibility with Lab Equipment & Procedure | 10 | a. Full compatibility with lab equipment and procedures | 10 |
| b. Limited compatibility but can be adjusted with minor modifications | 5 |
| c. Not Compatible | 0 |
| **3** | **Manufacturer’s performance**  | **10** | a. Valid ISO-17034 Reference Material Producer Certificate of the manufacturer shall be provided | 5 |
| b. Valid ISO-9001:2015 Quality Management System Certificate of the manufacturer shall be provided | 5 |
| **4** | **Supplier Capacity & Capability**  | **15** |   |   |
| a | Financial Stability | 5 | a. Audit reports for last 3 years indicating strong financial position | 5 |
| b. Average financial position | 3 |
| c. Weak financial position | 0 |
| b | Specific Experience | 5 | a. 05 supply completion certificates submitted are provided issued by purchaser of Semi Government, Government Departments or private organization for supplying same goods. | 5 |
| b. 04 supply completion certificates submitted are provided issued by purchaser of Semi Government, Government Departments or private organization for supplying same goods. | 4 |
| c. 03 supply completion certificates submitted are provided issued by purchaser of Semi Government, Government Departments or private organization for supplying same goods. | 3 |
| d. 02 supply completion certificates submitted are provided issued by purchaser of Semi Government, Government Departments or private organization for supplying same goods. | 2 |
| e. 01 supply completion certificates submitted are provided issued by purchaser of Semi Government, Government Departments or private organization for supplying same goods. | 1 |
| f. "Zero" (0) score will be awarded for no submission by the bidder. | 0 |
| c | Authorization *(Certificate issued by original manufacturer must be submitted)* | 5 | Bidder is Authorized Agent or Distributor of the original manufacturer in Pakistan | 5 |
| No Authorization certificate submitted | 0 |
| **5** | **Scope of Services**  | **15** |   |   |
| a | Replacement Policy | 5 | a. 1-year replacement warranty for defective products | 5 |
| b. 6 months replacement warranty for defective products | 3 |
| Less than 6 months replacement warranty for defective products. | 0 |
| b | **Delivery period in "Days"** *from the date* **Purchase Order is issued** | 10 | Delivery within 02 Days | 10 |
| Delivery within 05 working Days | 4 |
| Delivery within 07 working Days | 3 |
| Delivery within 10 working Days | 1 |
| **Total Weight:** Criteria(i + ii + iii + iv + v) = | **100** |   |   |

# ANNEX-A

# Returnable Bidding Forms

| Sno | Checklist | Yes/No | Page# |
| --- | --- | --- | --- |
| (a) General enclosures (firm related) |
|  | 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]](#footnote-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 *“Certification and Accreditation body”* 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. | ` |  |
| 8 | An affidavit on stamp paper of Rs. 50/ or more- submitting following clauses: that 1. Only genuine manufacturer’s warranty for replacement and not repair of equipment parts shall be done under the warranty.
2. That the firm/bidder is never blacklisted on any grounds whatsoever.
3. That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer’s Name.
4. Standard Accessories as a part and parcel of the equipment are clearly mentioned and provided.
5. 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. *(if different from the origin)*  |  |  |
| 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. *(Compulsory)* |  |  |
| 14. | Clients and Customers list who have been provided same equipment. Or the most relevant equipment in last 3 years. |   |   |
| 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 Certificatefrom 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. *(Service Level Agreement for each Equipment item must be submitted as a separate financial proposal).* |  |  |

**The Governing Rules.**

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

ANNEX-B

TECHNICAL BID FORM 1

**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*

ANNEX-C

# BID FORM 2

# FINANCIAL BID FORM (Price Schedule)

Name of the Firm:

Bidder’s Ref. No:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Quantity** | **Rate (Pak. Rs.)****DDP Basis**  |
| **Unit Rate** | **Total**  |
|  |  |  |  |  |
|  | **TOTAL (DDP Price) (in figures & words)** |

Signature: -------------------------------------------------

Designation: ------------------------------------------------

Date: ------------------------------------------------

Official Stamp: -----------------------------------------

**Note:** This form must cover all the costs associated to deliver the goods and services on such as, on Delivered Duty Paid (DDP) basis. The respective costs of each goods & services must be separately provided in the following manner.

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]*

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.

**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]

RATE CONTRACT AGREEMENT

**PROCUREMENT OF HI-TECH LABORATORY EQUIPMENT, CHEMICALS, REAGENTS MEDIA FOR FOOD TESTING LABORATORY OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY FY (2024-2025)**

This RATE CONTRACT AGREEMENT is made and agreed today on day of, between the Government of Khyber Pakhtunkhwa through Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority PESHAWAR, FY-2024-25) (hereinafter referred to as the Procuring Agency or the first party, which expression shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa);

And

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

WHEREAS the Procuring Agency has made a bidding competition for selection and rate contracting for Procurement Hi-Tech Laboratory Equipment, Chemicals, Reagents Media for Food Testing Laboratory of Khyber Pakhtunkhwa Food Safety & Halal Food Authority FY (2024-2025) and the following items offered by the Second Party are approved being the best evaluated bids,

|  |  |  |  |
| --- | --- | --- | --- |
| **Sno** | **Name of Approved Item** | **Model, Make & Country of Origin** | **Approved Unit Price (Inclusive of all Applicable Taxes)** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

WHEREAS the Supplier declares that he is not a broker, middleman, but himself a Manufacturer and / or direct Importer and/or Authorized Agent of goods for which he has won the bidding competition for supply to the Procuring Agency; and

WHEREAS both the parties have agreed that the procuring entity shall purchase all or some or none of the goods, as of details given in this Contract Agreement, from the Supplier at the sole discretion of the procuring entity; and

WHEREAS the Supplier shall supply all the goods ordered by the procuring entity to the later in the quantity as mentioned in the supply order to be issued within the timeframe as mentioned in bidding Documents i.e., within Ninety (90) days (as mentioned in the advertised BSDs) from the date of issuance of supply order.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

* the Bid Form and the Price Schedule submitted by the Bidder;
* the Schedule of Requirements;
* the Technical Specifications;
* the General Conditions of Contract;
* the Special Conditions of Contract; and
* the Procuring Entity's Notification of Award

Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with their bids; and that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern such situation/s.

The supplies shall be made at the location specified in the supply order.

The Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied items till and at the time of delivery, to the destination indicated in Clause-2 above, including any damage or untoward incident, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the supplied item in any way.

The Supplier shall NOT claim or charge transportation, loading / unloading, labor, or any other Charges related to or in the name of logistics, accidents, insurance, freight, etc.

The Supplier will make necessary arrangements for installation and training to the end user before release of final payment. The IQ, OQ and PQ shall be performed as per the laid down criteria in the BSDs.

The Supplier will provide Service Manual, Circuit diagram and error logbook and operational Manual for the supplied goods. The successful bidder shall provide complete technical manual and operation manual to the procuring entity.

In case of non-supply or delayed supply of items the Supplier shall be proceeded against under the relevant law of the land i.e., Procurement regime and associated laws of the country.

The Procuring Agency shall take legal / lawful action against the Supplier regarding non- supply, short supply, substituted supply, delayed supply or any other unlawful action / shortcoming, on the part of Supplier during the execution of this contract agreement. The Procuring Agency shall take lawful / legal action against the Supplier in accordance with the clauses of this contract agreement as Well as relevant laws, rules, and regulations of the Government of Khyber Pakhtunkhwa, as amended from time to time, to govern such situation/s, which may include, but not limited to, blacklisting, forfeiture of earnest money and performance guarantee, etc.

The Supplier agrees to the following conditions related to packing, packaging, and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:

The Procuring Agency shall have the right to inspect the storage facility, premises, warehouse, import documents etc. at any time till the execution of supply orders given under this contract agreement.

**RATE VALIDITY:**

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain valid till and up to

**PERFORMANCE GUARANTEE:**

Upon receipt of supply order from the Procuring Entity, the Supplier shall submit Performance Guarantee to the former, amounting to ten per cent (10%) of the total value of each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Procuring entity till the mandatory and/or offered warranty period whichever is later.

**WARRANTY:**

The supplier shall provide the warranty as prescribed in Bidding Documents under Special Conditions of Contract Clause 10 and GCC Clause 15.4, to the Procuring Entity for each individual item supplied in response to supply orders. After sale services shall also be provided by the bidder after the warranty period.

**PAYMENT SCHEDULE:**

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier, to the Procuring Agency immediately after completion of supply. The Supplier shall be bound to pay all applicable government taxes, duties, and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied item.

**FORCE MAJEURE:**

In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency in writing about the situation immediately without delay along with solid proof through the fastest, lawful, and available means of communication, but not through the electronic mail, and request the Procuring Agency for the grant of extension in the supply Period.

The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days without penalty. However, the Procuring Agency and / or Purchasing Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year and lapse / surrender of public funds vis-à- vis the normal financial management procedures in public sector.

**PENALTIES:**

The Supplier shall complete the supply of the ordered goods under this agreement within the stipulated period as laid down in the SBDs. In case of delay in supplies reaching to the procuring entity, except in situation/s covered under clause 17 above, the procuring entity may impose a penalty on the supplier which may lead to but is not limited to the forfeiture of performance guarantee.

**INDEMNITY:**

Notwithstanding any rights, duties and / or remedial measures and / or managerial actions taken and / or to be taken and / or any powers exercised and /or to be exercised by the Procuring Agency and / or Purchasing Agency and / or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and / or practices and /or otherwise. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and / or finder’s fee given by the Supplier for the purpose of obtaining and /or inducing the Procurement of any contract, right, interest, privilege or other obligation/s or benefit In whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

1. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)