



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



**BID SOLICITATION DOCUMENTS FOR  
SUPPLY OF VEHICLE TYRES  
(HONDA CITY, HONDA BRV, SUZUKI BOLAN & SUZUKI  
CULTUS)**

**IFB No. KPFS&HFA/AD(Pro)/07/2022-01**

**KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD  
AUTHORITY  
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**PART ONE - SECTION I (INSTRUCTIONS TO BIDDERS)**



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## INSTRUCTIONS TO BIDDERS

### A. Introduction

<b>1. Source of Funds</b>	1.1	The Procuring Entity has received/applied for loan/grant/federal/provincial/local 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) (I) 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.
<b>2. Eligible Bidders</b>	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the Khyber Pakhtunkhwa Public Procurement Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Entity of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Rule 44(I) KPP



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		Rules 2014.
<b>3. Eligible Goods and Services</b>	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.
<b>4. Cost of Bidding</b>	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>B. The Bidding Documents</b>
<b>5. Content of Bidding Documents</b>	5.1	The bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet (BDS) c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements (SOR) f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
<b>6. Clarification of Bidding</b>	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding



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<b>Documents</b>		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.
<b>7. Amendment of Bidding Documents</b>	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.
		<b>C. Preparation of Bids</b>
<b>8. Language of Bid</b>	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.
<b>9. Documents Comprising the Bid</b>	9.1	The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) bid security furnished in accordance with ITB Clause 15.
<b>10. Bid Form</b>	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.





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<b>11. Bid Prices</b>	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.
<b>12. Bid Currencies</b>	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:  a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country;  b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;



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		<p>c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b>	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	<p>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:</p> <p>a) a detailed description of the essential technical and performance characteristics of the goods;</p> <p>b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and</p> <p>c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p>
	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



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		substitutions ensure substantial equivalence to those designated in the Technical Specifications
<b>15. Bid Security</b>	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/contractor who submits the bid] <sup>1</sup>
	15.2	The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms: The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to of the bid price @2% in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority". A pay order will not be acceptable.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB Clause 32; or ii. to furnish performance security in accordance with ITB Clause 33.
<b>16. Period of Validity of Bids</b>	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



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		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.
<b>17. Format and Signing of Bid</b>	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 <b>“ORIGINAL BID”</b> and <b>“COPY OF BID”</b> 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.
		<b>D. Submission of Bids</b>
<b>18. Sealing and Marking of Bids</b>	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as <b>“ORIGINAL”</b> and <b>“COPY.”</b> The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and</li> <li>b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: <b>“DO NOT OPEN BEFORE,”</b> to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul>
	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 <b>“late”</b> .
	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.
<b>19. Deadline for Submission of Bids</b>	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



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		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.
<b>20. Late Bids</b>	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.
<b>21. Modification and Withdrawal of Bids</b>	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.
		<b>E. Opening and Evaluation of Bids</b>
<b>22. Opening of Bids by the Procuring Entity</b>	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



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		bids will be returned unopened to the bidders.
	22.4	The Procuring Entity will prepare minutes of the bid opening.
<b>23. Clarification of Bids</b>	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.
<b>24. Preliminary Examination</b>	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.
<b>25. Evaluation and Comparison of Bids</b>	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



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



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specified in the Schedule of Requirements.

or

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

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

- ii. The Procuring Entity will draw up a list of high- usage and high-value items of components and spare parts,





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along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

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



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		<p>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.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p>												
<b>Alternative</b>	25.4	<p><b>25.4 Merit Point System:</b> 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]</p> <table border="1"> <tr> <td>Evaluated price of the goods</td> <td>60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td>0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Standardization</td> <td>0 to 20</td> </tr> <tr> <td><b>Total</b></td> <td><b>100</b></td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	<b>Total</b>	<b>100</b>
		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											
		<b>Total</b>	<b>100</b>											
		<b>26. Contacting the Procuring Entity</b>	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.										
		<b>F. Award of Contract</b>												
<b>27. post-qualification</b>	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.												



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	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.
<b>28. Award Criteria</b>	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, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
<b>29. Procuring Entity's Right to Vary Quantities at Time of Award</b>	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.
<b>30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids</b>	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.
<b>31. Notification of Award</b>	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.



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<b>32. Signing of Contract</b>	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.
<b>33. Performance Security</b>	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.
<b>34. Corrupt or Fraudulent Practices</b>	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent</p>



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		<p>practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
<b>35. Integrity Pact</b>	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



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**PART ONE - SECTION II (GENERAL CONDITIONS OF CONTRACT)**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



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## GENERAL CONDITIONS OF CONTRACT

<b>I. Definitions</b>	I.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>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.</li><li>b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li><li>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.</li><li>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.</li><li>e. “GCC” means the General Conditions of Contract contained in this section.</li><li>f. “SCC” means the Special Conditions of Contract.</li><li>g. “The Procuring Entity” means the organization purchasing the Goods, as named in SCC.</li><li>h. “The Procuring Entity's country” is the country named in SCC.</li><li>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li><li>j. “The Project Site,” where applicable, means the place or places named in SCC.</li><li>k. “Day” means calendar day.</li></ul>
<b>2. Application</b>	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>





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<b>3. Country of Origin</b>	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.
<b>4. Standards</b>	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.
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Government</b>	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.



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<b>6. Patent Rights</b>	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.
<b>7. Performance Security</b>	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; or  b. a cashier's or certified check.
		7.4
<b>8. Inspections and Tests</b>	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 shall specify what 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 its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), 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.



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	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.
<b>9. Packing</b>	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.
<b>10. Delivery and Documents</b>	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.
<b>11. Insurance</b>	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.



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<b>12. Transportation</b>	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.
<b>13. Incidental Services</b>	13.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;</li><li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li><li>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.</li></ul>
	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.
<b>14. Spare Parts</b>	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"><li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li><li>b. in the event of termination of production of the spare</li></ul>



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		<p>parts:</p> <ul style="list-style-type: none"><li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</li><li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li></ul>
<b>15. Warranty</b>	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 twelve (12) 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	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.
<b>16. Payment</b>	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.



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	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.
<b>17. Prices</b>	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.
<b>18. Change Orders</b>	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:  a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; b. the method of shipment or packing; c. the place of delivery; and/or d. 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.
<b>19. Contract Amendments</b>	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.
<b>20. Assignment</b>	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the



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		Procuring Entity's prior written consent.
<b>21. Subcontracts</b>	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.
<b>22. Delays in the Supplier's Performance</b>	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.
<b>23. Liquidated Damages</b>	23.1	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.
<b>24. Termination for Default</b>	24.1	The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default



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		<p>sent to the Supplier, may terminate this Contract in whole or in part:</p> <ol style="list-style-type: none"> <li>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; or</li> <li>b. if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>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.</li> </ol> <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	<p>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.</p>
<b>25. Force Majeure</b>	25.1	<p>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.</p>
	25.2	<p>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</p>





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		<p>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.</p>
	25.3	<p>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.</p>
<b>26. Termination for Insolvency</b>	26.1	<p>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.</p>
<b>27. Termination for Convenience</b>	27.1	<p>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.</p>
	27.2	<p>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:</p> <ol style="list-style-type: none"> <li>a. to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>b. 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.</li> </ol>
<b>28. Resolution of Disputes</b>	28.1	<p>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.</p>
	28.2	<p>If, after thirty (30) days from the commencement of such</p>



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		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.
<b>29. Governing Language</b>	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.
<b>30. Applicable Law</b>	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and Duties</b>	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.



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## **PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



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**PART TWO SECTION I. INVITATION FOR BIDS**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Date: 12<sup>th</sup> August 2022

No: KPFS&HFA/AD(Pro)/07/2022-01

## **INVITATION FOR BID FOR SUPPLY OF VEHICLE TYRES**

Sealed bids are invited under Single Stage-Two Envelope procedure from eligible bidders/firms/ companies for “**Supply of Vehicle Tyres (Honda City, Honda BRV, Suzuki Bolan & Suzuki Cultus)**” noted in the table below:

Sno	Vehicle Tyres (Honda City, Honda BRV, Suzuki Bolan & Suzuki Cultus)	Date & Time of Closing of Bids	Date & Time of Technical Opening of Bids
1	Tubeless Tyres for Honda City Vehicles (195/65 R15)	<b>1<sup>st</sup> September 2022 11:00 AM</b>	<b>1<sup>st</sup> September 2022 12:00 PM</b>
2	Tubeless Tyres for Honda BRV Vehicles (195/60 R16)		
3	Tubeless Tyres for Suzuki Bolan/ Carry Van 145 R12C		
4	Tubeless Tyres for Suzuki Cultus (165/65 R14)		

Complete details alongwith specifications are provided in Bid Solicitation Documents which can be obtained by submitting written request to [krahim@kpfsa.gov.pk](mailto:krahim@kpfsa.gov.pk) via email and can also be downloaded from the Procuring Entity's website [www.kpfsa.gov.pk](http://www.kpfsa.gov.pk) and KPPRA website [www.kppra.gov.pk](http://www.kppra.gov.pk) from the date of publishing in the newspaper till closing date.

Bids complete in all respect must reach to the Office of undersigned on bid closing time till **11:00 AM** date **1<sup>st</sup> September 2022** and must be accompanied by a bid security of **@2%** of the total bid quoted in shape of CDR from the account of the bidder/ firm who submits the bid in the name of the Director General Khyber Pakhtunkhwa food Safety & Halal Food Authority. All the bids received before closing time & date will be opened on the same day after one hour at **12:00 PM** dated **1<sup>st</sup> September 2022** in the presence of the bidders.

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



**GOVERNMENT OF KHYBER PAKHTUNKHWA  
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**SECTION II. BID DATA SHEET**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## 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.

<b>Introduction</b>	
<b>ITB 1.1</b>	The Procuring Entity is Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
<b>ITB 1.1</b>	Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the Year 2022-2023.
<b>ITB 1.1</b>	Supply of Vehicle Tyres (Honda City, Honda BRV, Suzuki Bolan & Suzuki Cultus)
<b>ITB 1.1</b>	Supply of Vehicle Tyres (Honda City, Honda BRV, Suzuki Bolan & Suzuki Cultus)
<b>ITB 4.1</b>	The Procuring Entity is Khyber Pakhtunkhwa Food Safety & Halal Food Authority ( <b>KP-FS&amp;HFA</b> ).
<b>ITB 6.1</b>	<b>Name:</b> Khalid Rahim <b>Designation:</b> Assistant Director (Procurement) <b>Department:</b> Khyber Pakhtunkhwa Food Safety & Halal Food Authority <b>Address:</b> Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar <b>Tel#</b> 091-9212959 <b>Toll Free#</b> 0800-37432 <b>Email:</b> info@kpfsa.gov.pk
<b>ITB 8.1</b>	Language of the bid is <b>English</b> .
	<b>Bid Price and Currency</b>
<b>ITB 11.2</b>	The price quoted shall be <b>Pakistani Rupees (Rs)</b>
<b>ITB 11.5</b>	The Price shall be <b>fixed</b>
<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (d)</b>	<b>Qualification requirements:</b> <ul style="list-style-type: none"><li>• Verification</li><li>• Compliance to Agreement</li><li>• Authorization</li><li>• Registration of firm/Company</li><li>• Tax Registration</li><li>• Bid Security</li><li>• Price/Bod Validity</li><li>• Affidavit</li><li>• Manufacturer/ Authorized Agent or Authorized Dealer/ Sole Distributor</li></ul>
<b>ITB 14.3 (b)</b>	Spare parts required for-----[number] of years of operation. <b>Not Applicable</b>
<b>ITB 15.1</b>	<b>Amount of bid security:</b> The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



	equivalent to 2% of the bid price 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"
<b>ITB 16.1</b>	<b>Bid validity period:</b> 90 Days from the date of Technical Bid Opening.
<b>ITB 17.1</b>	Number of copies: <b>One Copy in addition to Original Bid</b>
<b>ITB 18.2 (a)</b>	<b>Address for bid submission:</b> Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar.
<b>ITB 18.2 (b)</b>	<b>IFB title and number:</b> <b>IFB Title:</b> Supply of Vehicle Tyres (Honda City, Honda BRV, Suzuki Bolan & Suzuki Cultus)  <b>IFB No:</b> KPFS&HFA/AD(Pro)/07/2022-01
<b>ITB 19.1</b>	<b>Deadline for bid submission:</b> <b>Date:</b> 01 <sup>st</sup> September 2022 <b>Time:</b> 11:00 AM
<b>ITB 22.1</b>	<b>The Technical bid opening will take place in the Conference Room of:</b>  <b>Name:</b> Khyber Pakhtunkhwa Food Safety & Halal Food Authority  <b>Building:</b> New C&W Building  <b>Floor:</b> Ground Floor  <b>Street Address:</b> Khyber Road, Police Lines  <b>City:</b> Peshawar  <b>Bid Opening Date:</b> 01 <sup>st</sup> September 2022  <b>Bid Opening Time:</b> 12:00 PM
<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	<b>Evaluation and Comparison of Bids:</b>
<b>ITB 25.4 (b)</b>	Delivery schedule: <b>Delivery must be completed as agreed in the contract</b>
<b>Option (i)</b>	<b>Not Applicable</b>
<b>ITB 25.4 (c)</b> <b>(ii)</b>	Deviation in payment schedule. Annual interest rate. <b>Not Applicable</b>
<b>ITB 25.4 (d)</b>	Cost of spare parts.



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



	<b>Not Applicable</b>
<b>ITB 25.4 (e)</b>	Spare parts and after sales service facilities in the Procuring Entity's country: Successful supplier will be required to provide standard warranty by manufacturer
<b>ITB 25.4 (f)</b>	Operating and maintenance costs. <b>Not Applicable</b>
<b>ITB 25.4 (g)</b>	Performance and productivity of equipment. <b>Not Applicable</b>
<b>ITB 25.4 (h)</b>	Evaluation of Bids will be based on following factors: i Compliance & Conformity with Requirements ii Manufacturing Date iii Sample Evaluation iv Financial Capabilities v Availability of Facility / Space for Fitting of Tyres vi Bidders Experience vii Delivery Period viii Provision of Technical Data sheet of Tyres
<b>ITB 28.1</b>	<b>Award Criteria:</b> As per Section 2 (1)(c)(i) of KPPRA Act 2012 The highest-ranking fair bid in accordance with the evaluation criteria set forth here in these bid solicitation documents in <b>Section-V "Qualification &amp; Evaluation Criteria"</b> . Highest Ranking fair bid is the bid i.e Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.
<b>ITB 29.1</b>	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.
<b>ITB 33.1</b>	<b>Performance Security:</b> 10% of the total price of award of contract or as desired by the Procuring Agency at the time of contract



**GOVERNMENT OF KHYBER PAKHTUNKHWA  
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**SECTION III. SPECIAL CONDITIONS OF CONTRACT**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



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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 & Halaal Food Authority**

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

GCC 1.1 (i)—The **Supplier** is: "The Individual or firm supplying Goods and Services under this Contract" and includes the following: Manufacturer, Authorized Agent, Authorized Dealer.

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

The Procuring Agency requires production and presentation of samples representing any or all Goods and Related Services proposed in response to this Bidding Document. If Bidder fails to provide such Goods for presentation, the Bidder's Proposal may be rejected by the Procuring Agency in its sole discretion. The Bidder warrants that if awarded an Agreement the Goods and Related Services delivered under such Agreement shall meet or exceed the quality of the Goods presented. Samples of the quoted products, when requested in BDS, must be furnished free of charge and in a timely manner. Bidder should not submit unsolicited samples.

The Procuring Entity will handle and examine carefully, samples supplied by bidders; however, Bidders will not be paid compensation for samples lost or destroyed in the examination process because of their nature. Samples that are not lost or destroyed will be returned to unsuccessful bidders. If samples are not claimed by unsuccessful bidders within Six (06) months, they shall be forfeited to the Government.

Unless the Procuring Entity decides otherwise, a sample supplied by the successful bidder shall stay with the Procuring Agency until the completion of the procurement process to be used for checking conformity during delivery.

Any samples that are sent for testing through a well accredited and recognized testing Laboratory by Procuring Entity for Evaluation purposes, costs for testing such samples will be borne by the bidder/ firm whose samples will be tested.

### 2. Country of Origin (GCC Clause 3)

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

### 3. Performance Security (GCC Clause 7)

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

### 4. Inspections and Tests (GCC Clause 8)

**GCC 8.6—Inspection and tests** in accordance with the clauses of contract with Procuring Entity: The Sample Evaluation will be conducted by the Inspection Team/s constituted by the Technical and



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Evaluation (T&E) Committee or Procurement Committee in order to:

- Undertake the physical inspection of the relevant premises to verify the status of Current Good Manufacturing Practices (cGMP) Parameters for the quoted item/s as laid down in the Technical Evaluation Proformas (Section-V: Technical Specification of the Part-II of these SBDs); and
- 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.
- The bidder will be disqualified for competition, if Inspection Team/s declare that the bidder did not meet the mandatory requirements for qualification at the time of inspection as mentioned in the approved Technical Evaluation Proforma in these SBDs for various Lots.
- Goods/ items will be examined and / or tested by Sample Evaluation Committee of the T&E Committee, and / or in a manner as deemed relevant and appropriate (including testing at PCSIR Labs or elsewhere). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

## **Final Acceptance by the Procurement Committee of Procuring Entity:**

- After award of contract to successful bidder all items/ Goods will be inspected by a team of Procuring Entity before dispatch to delivery site at suppliers' location / warehouse or any other mutually agreed location.
- At delivery site before handing over all the items / goods will be inspected by the team of Procuring Entity for Conformity with requirements.

## **5. Packing (GCC Clause 9)**

The packing shall comply with Common Industry Practice.

## **6. Delivery and Documents (GCC Clause 10):**

Delivered Duty Paid (DDP) as per contract agreement of the successful bidder. Delivery of the intended items in the District Offices located in the Khyber Pakhtunkhwa province and it shall be 30 Days

The Supplier shall provide the following documents:

- i. Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- ii. Usual transport documents which the buyer may require to take the goods; iii. Manufacturer's / Importer's prescribed warranty certificate;

(B) The supplier shall be responsible to transport the item/s in a manner that the appropriate and required.

## **7. Sample provision (DDP terms)**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



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

- i Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii Copies of the packing list identifying contents of each package;
- iv Insurance certificate;
- v Manufacturers or Supplier's warranty certificate;
- vi Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- vii Certificate of origin.

## 8. Insurance (GCC Clause 11)

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

## 9. Spare Parts (GCC Clause 14)

Not Applicable

## 10. Warranty (GCC Clause 15)

GCC 15.2— **Warranty as per standard.** The Supplier 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 Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10,

**Or**

- b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.07%** per day or **0.5%** per week up to a maximum of **10%** of the total Contract price.

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



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- i. Payment shall be made in Pak. Rupees through crossed cheque in the following manner: 100 percent of the Contract Price of the Goods shall be paid to supplier within thirty **(60) days** after delivery & inspection by the Inspection Committee of intended goods at destination or, in case of any import, through irrevocable confirmed letter of credit opened in favor of the Supplier for supplying in Client's country, upon submission of documents specified in GCC Clause 12.
- ii. 100% payment shall be made as a one-time payment after the delivery, installation inspection and Acceptance Certificate issued by the Client.
- iii. 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.

## 12. Prices (GCC Clause 17)

- i. The price will remain fix.

## 13. Liquidated Damages (GCC Clause 23)

Applicable rate: **0.5%** per week or **0.07%** per day of the total Contract price. Maximum deduction:  $\leq 10\%$  of the total contract amount.

## 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:

- **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)





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GCC 31.1—Procuring Entity's address for notice purposes: **The Director General, Khyber Pakhtunkhwa Food Safety & Halaal Food Authority** Telephone(s): +92-91-921295

Supplier's address for notice purposes: \_\_\_\_\_

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



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## Section IV. Schedule of Requirements



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## GENERAL REQUIREMENTS

1. The item should be new, and the vendor will ensure originality of the procurement channel as well as the item.
2. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified for each lot in **Schedule of Requirements**.
3. Payment will be released after successful delivery and installation as per the specifications mentioned in this document, and upon the issuance of satisfactory inspection report.
4. Conditional Bids will be disqualified.
5. The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period
6. In case of International Warranties, the local authorized bidder should mention their service and warranty setup, details of approval by Principle.
7. Please mention the country of origin / manufacturing / assembly of the quoted brand / model
8. All the tyres will be replaced at the suppliers' facility at Procuring Entity's location.
9. Technical Specifications of the tyres are provided in the table named Technical specifications.



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**SPECIFIC REQUIREMENTS**

<b>Vehicle Tyres (Honda BRV, Honda City, Suzuki Cultus &amp; Suzuki Bolan)</b>					
<b>Item No</b>	<b>Vehicle Name</b>	<b>Description</b>	<b>Description</b>	<b>UOM</b>	<b>Quantity</b>
01	Honda BRV	195 / 60 R16	Tubeless Tyres, Radial Load Index: 89 Speed Index: H DOT Mark: Must be provided by the bidder Thread: Must be provided by the bidder (Bridgestone, Dunlop, Yokohama or equivalent)	Each	120
02	Honda City	195/65 R15	Tubeless Tyres, Radial Load Index: 91 Speed Index: H DOT Mark: Must be provided by the bidder Thread: Must be provided by the bidder (Bridgestone, Dunlop, Yokohama or equivalent)	Each	20
03	Suzuki Cultus	165 / 65 R14	Tubeless Tyres, Radial: Load Index: 79 Speed Index: S DOT Mark: Must be provided by the bidder Thread: Must be provided by the bidder (Bridgestone, Dunlop, Yokohama or equivalent)	Each	32
04	Suzuki Bolan/ Carry	145 R12 C 86/84	Tubeless Tyres, Radial, 8PR Load Range D	Each	44



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**(a) >60000 =8, >55000=6, >50000=4, >45000=2 marks**

**(b) According to standard Load index(c)**

**According to standard speed index**

**(d) Latest Manufacturing will get maximum marks**

**According to list of Ist world countries**



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**SECTION V. TECHNICAL SPECIFICATIONS  
QUALIFICATION AND EVALUATION CRITERIA**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## QUALIFICATION CRITERIA (MUST MEET CRITERIA)

For factors retained in the Bid Data Sheet pursuant to ITB 25, Following quantification methods will be applied, submitted offers will be reviewed to determine compliance with Procuring Agencies mandatory requirements which serves the purpose to evaluate the responsiveness and eligibility of the bidder and goods proposed under the category of Administrative Evaluation. 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 Goods its offers meet the following Qualification/ Eligibility requirement:

- i. Verification:**

The validity of the Bidder requires that all relevant forms be signed by authorized person or persons; and all the pages of the bidding document must be initialed or stamped by the bidder.
- ii. Compliance to Agreement:**

Accepting all the conditions set forth in these Bid Solicitation Documents by signing each page of the SBD i.e ITB, GCC, SCC, Bid Data Sheet, Addendums / Corrigendum (*if any*) and other mandatory Form's provision etc.
- iii. Authorization:**
  - a) If **Bidder is not manufacturer:** but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section VI, Bidding Forms), the Bidder shall demonstrate the above qualifications (i), (ii), (iii) and the If Bidder is an agent, representative of the original manufacturer, an authorization from the supplier or manufacturer stating "**Bidder**" as an **Authorized Agent** must be provided in addition to any documentation required of the supplier or manufacturer itself.
  - b) **Authorized Dealer:** If Bidder is a dealer, to the "Authorized Agent" of the original manufacturer, an authorization of "Dealership" in the Procuring Agency's country must be provided. If Bidder is a dealer / representative to original manufacturer, an Authorization of "Dealership" in the Procuring Agency's country must be provided.
- iv. Registration of firm/company:**
  - a) If **Bidder is 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
  - b) Offers must include company documentation, including documentation regarding the company's legal status and registration under relevant law of Khyber Pakhtunkhwa or Government of Pakistan.
- v. Tax Registration:**

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

  - a Valid Income Tax Registration
  - b Valid General Sales Tax Registration
  - c Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.
- vii. Bid Security:**

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



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



### viii. Price/Bid Validity:

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

- ix. In case of imported Tyres, relevant Import documents are mandatory to provide .(if import documents will be provided at the time of supply, then an undertaking on stamp paper for provision of import documents should be attached with technical bid)
- x. An **Affidavit on Judicial stamp paper of Rs.100 or more** submitting following clauses that:
- Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts shall be done during the warranty period.
  - That the bidder / firm will provide all durables, consumables, spares etc for each equipment / item throughout the useful life & beyond useful life **(if required)**.
  - 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.
  - All the bidders are required to declare Conflict of Interest, if any along with Bid Solicitation Documents.
  - That the country of origin of equipment / item is mentioned clearly and correct along with Brand / Manufacturer's Name.
  - Standard Accessories as a part and parcel of the equipment / item are clearly mentioned and provided.
  - That the Bidder will provide after sales services beyond the period of warranty, **(if required)**.
  - That bidder has submitted Bid Security amounting to **2%** of the proposed bid inside financial proposal for each Lot / Equipment.
  - That the Bidder will only provide Fresh, New and Genuine Goods / Items.

Bids which meet all the Qualification criteria mentioned above will qualify for Technical Evaluation. Bids failing to meet any of the above-mentioned Qualification criteria will disqualify and will not be considered further for Technical E and Each Bid / proposal will be evaluated individually for each equipment / item to achieve maximum value for money as prescribed under **Section (2)(1)(c)(i) of KPPRA Act 2012** by selecting the highest-ranking fair bid in accordance with the evaluation criteria set forth in the bid solicitation documents. The Evaluation procedure will be conducted exclusively based on information provided in the technical bids by the bidders and documentary evidence provided to validate. The highest-ranking fair bid is the Bid that is:

- 1. Substantially responsive to the bidding document, and**
- 2. Ranks 1<sup>st</sup> based on achieving highest combined Technical & Financial Evaluations Scores.**





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## TECHNICAL EVALUATION METHODOLOGY (WEIGHT=70)

Technical Evaluation is related to Capabilities of supplier / bidder or firm along with conformance of the proposed Goods/ items with the required Specifications for each Goods /item provided in "Section-IV Schedule of Requirements". Separate Evaluation Criteria is provided here in these Bid Solicitation Documents for each Lot of Goods/items required. Technical Evaluation includes one or more of the following Criterion, as detailed in Technical Evaluation Criteria provided separately for each Lot here in these Bid Solicitation Documents

TECHNICAL EVALUATION CRITERIA	MAXIMUM SCORE
i Compliance & Conformity with Requirements	10
ii Manufacturing Date	10
iii Sample Evaluation	30
iv Financial Capabilities	10
v Availability of Facility / Space for Fitting of Tyres	10
vi Bidders Experience	10
vii Delivery Period	10
viii Provision of Technical Data sheet of Tyres	10
<b>Technical Evaluation Score</b>	<b>100</b>

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:

**Technical Evaluation Weighted Score** = (Total Technical Evaluation Score \* Technical Evaluation Weight) / 100

$$= (70 \times 70) \div 100 = 49$$

<b>Technical Evaluation Weight</b>	<b>70%</b>
<b>Financial Evaluation Weight</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

### TECHNICAL EVALUATION

Includes Evaluation and comparison of Compliance & Conformity with Technical requirements including but not limited to:

#### COMPLIANCE & CONFORMITY WITH REQUIREMENTS

By comparing proposed equipment / item with the specifications of requirements to determine the degree to which the Goods, meet or exceed the quality & specifications in the "Schedule of Requirements" and comparison with offers of other bidders.

#### MANUFACTURING DATE

Date of manufacturing of the offered tyres will be evaluated in order to ascertain the freshness of the offered tyres.

#### SAMPLE EVALUATION

Includes comparison of Samples of proposed tyres with the standards provided here in these bid solicitation documents and standards of workmanship and quality, performance & Aesthetics set by the industry:



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



- a. A Bidder / firm or proposed tyres will "**Meet**" requirements when all features and quality standards of offered tyres matches the requirements set by Procuring Entity.
- b. A Bidder / firm or proposed Goods will "**Exceed**" requirements when all features and quality standards of offered tyres not only matches the requirements but also **50% of the features and Quality Standards** are better than requirements specified herein

**Please Note: Samples provided by the bidders for Technical Evaluation must meet the requirements and specifications set here in these Bid Solicitation Documents. Any sample not meeting the requirement will be rejected and disqualified from the evaluation process.**

## **FINANCIAL CAPABILITIES**

### **Financial Capabilities**

Availability of signed / attested audit reports for the last consecutive three years along with financial statements for the past three fiscal years and shall meet the following basic financial criteria:

- **Turnover**

The average annual turnover for the past 3 years (or for whatever period of time the bidder has been in business for, if it has not yet reached 3 years) should be at least two times more than anticipated value of the contract.

## **AVAILABILITY OF FACILITY / SPACE FOR FITTING OF TYRES**

Availability of facility / workshop for fitting, balancing and alignment of tyres at the procuring entity's location.

## **BIDDERS EXPERIENCE**

### **General Experience**

- a. List of product deliveries/services provided over the **last 3 years** with details, dates and recipients (whether in the public or private domain) along with Completion Certificate or from the (**public & private**) sector organization will be submitted.

### **Specific Experience**

- b. Experience in the **Same Business** and Supply of Same Goods for which Bid has been submitted, having acquired contracts **Similar** in **Scope** and **Nature** if not **Same**. **Completion Certificate** or **Satisfactory Delivery** receiving certificate on the letter head of (public & private). shall be furnished issued by (public & private). For **On-Going Contract**, signed copy of the contract shall be provided, **details for verification** will be provided as an evidence. Completion Certificate or Satisfactory Delivery shall NOT be older than 03 years.

**Please Note: Procuring Agency will not award any score to all such bids wherein as an evidence following is provided:**

- **Purchase Order is submitted**
- **If Contract Copy & Purchase Order is Submitted for Completed Deliveries.**
- **No evidence as mentioned herein is provided.**

## **DELIVERY PERIOD**

- a. Approved Internal Quality Control refers to the well-established companies' internal quality control department having well established procedures to assure quality of the products in terms of Accuracy, precision.
- b. External Quality & Standards Control monitoring conducted, refers to Bidder's/ firm registration with quality assurance and accreditation relevant to Quality assurance of Food Testing Equipment.



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



As an evidence registration certificates and reports of external & internal Quality Control / Assurance may be provided.

Bidder / Supplier will be responsible to quote or highlight any of the above quality dimension for the item / equipment or Service. In the absence of any quality dimension highlighted by bidder / supplier dimension quoted / noted by other supplier will be used for comparison. Bids achieving **minimum score (70)** out of **total (100) Weighted Score (49) of Technical Evaluation** will stand **Technically Qualified** and will qualify for Financial Evaluation.

### 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 equipment / item specifications **Meets** or **Exceeds** the Specifications set herein these Bid Solicitation Documents for the same item.
  - ❖ Extent that the bidder proposed equipment / item **Sample** meets or exceeds the level or **Quality Dimensions** set in this Bid Solicitation Documents (SBD) and generally accepted Quality Dimensions of the relevant industry of specific equipment/ item.
  - ❖ Extent that proposed equipment / item exceeds the **Performance & Productivity** measures set under specifications of requirements.
  - ❖ Extent that bidder proposed equipment / item 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.
  - ❖ Extent that bidder / firm meets or exceeds the level **“Capacity & Capability, Experience, Delivery Schedule, Scope of Services”** requirements set for each criteria.
- c. Technical Evaluation Committee will score Bids **on Item-to-item basis** using weighted evaluation scoring. Weights for each criterion has been determined by their level of importance and provided in these Bid Solicitation Documents.
- d. The score for each feature within a criteria/ category will be combined with the scores of features in the same category as a sum to form the Criteria/ Category Technical Score.
- e. The Scores of all the Criteria/ Category will be combined as a Sum to form the Total Technical Score of a bid for each Good/ item proposed.
- f. Total Score will be multiplied with the Weightage allocated to Technical Evaluation i.e 70% in order to arrive at the Final Technical Evaluation Weighted Score.

**Please Note: Technically Qualified Bid will be the bid which achieves minimum required Technical score to achieve in order to qualify for Financial Evaluation**



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## TECHNICAL EVALUATION CRITERIA

No chance will be provided for re-submission of secondary documentation. The bidders must carefully read the instructions. Non-compliance to the stated instructions may lead to their technical disqualification. Separate Technical Evaluation Criteria has been specified below for each Lot. No chance will be provided for re-submission of secondary documentation.

TECHNICAL EVALUATION CRITERIA				
SNO	CATEGORY	Total Score / Marks	CRITERIA FOR SCORE	SCORES
1	Compliance & Conformity with Requirements	10	a. 100% compliance with additional benefits	10
			b. 100% compliance no additional benefits.	08
			c. 90% compliance.	04
			d. Below 90% will be awarded "Zero" Score.	0
2	Manufacturing Date	10	a. Tyres Manufacturing date is less than 03 months from date of the Technical Bid Opening.	10
			b. Tires Manufacturing date is less than 06 months but greater than 03 from date of the Technical Bid Opening.	05
			c. Tires Manufacturing date is less than 09 months but greater than 06 from date of the Technical Bid Opening.	02
3	Sample Evaluation	30	a. 100% compliance with additional benefits	30
			b. 100% compliance no additional benefits.	20
			c. 90% compliance.	10



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



TECHNICAL EVALUATION CRITERIA				
SNO	CATEGORY	Total Score / Marks	CRITERIA FOR SCORE	SCORES
			d. Below 90% will be awarded “Zero” Score.	0
<b>4</b>	<b>Financial Capabilities</b>	<b>10</b>		
a	Audit Reports	05	a. Audit reports of last consecutive 3 years.	05
			b. Audit reports of last consecutive 2 years.	03
			c. Audit reports of last year.	01
b	Average Annual Turnover	05	a. Average Annual turnover is more than Two (02) times of the estimated cost of the contract	05
			b. Average Annual turnover is less than Two (02) times of the estimated cost of the contract	0
<b>5</b>	<b>Availability of Facility / Space for Fitting of Tyres</b>	<b>10</b>	a. Availability of facility / workshop for fitting, balancing and alignment of tyres at the procuring entity’s location.	10
			b. Non-availability of facility / workshop for fitting, balancing and alignment of tyres at the procuring entity’s location.	00
<b>6</b>	<b>Bidder’s / Firms Experience</b>	<b>10</b>	<b>“Supply Completion certificate older than five (05) years will not be accepted</b>	
a	General Experience	05	a. 05 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted.	05
			b. 04 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	04
			c. 03 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	03



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



TECHNICAL EVALUATION CRITERIA				
SNO	CATEGORY	Total Score / Marks	CRITERIA FOR SCORE	SCORES
			d. 02 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	02
			e. 01 delivery Completion Certificate are provided issued by Semi Government / Government Departments for supply of similar goods will be submitted	01
<b>b</b>	<b>Specific Experience</b>	<b>05</b>	a. 05 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of Vehicle Tyres will be submitted.	05
			b. 04 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of Vehicle Tyres will be submitted	04
			c. 03 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of Vehicle Tyres will be submitted	03
			d. 02 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of Vehicle Tyres will be submitted	02
			e. 01 supply Completion Certificate are provided issued by Semi Government / Government Departments for supply of Vehicle Tyres will be submitted	01
<b>7</b>	<b>Delivery Schedule</b>	<b>10</b>	a. Delivery date confirmed within 07 days from the date of the Purchase order.	10
			b. Delivery date confirmed within 15 days from the date of the Purchase Order.	05



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



<b>TECHNICAL EVALUATION CRITERIA</b>				
<b>SNO</b>	<b>CATEGORY</b>	<b>Total Score / Marks</b>	<b>CRITERIA FOR SCORE</b>	<b>SCORES</b>
			c. Delivery date confirmed within 30 days from the date of the purchase order.	02
<b>8</b>	<b>Provision of Technical Data sheet of Tyres</b>	<b>10</b>	a. Technical Data sheet of the offered tyres has been provided.	10
			b. Technical Data Sheet of the offered tyres has not been provided.	0
<b>Total</b>		<b>100</b>		



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## FINANCIAL EVALUATION AND SCORING SYSTEM FOR BIDS (MAXIMUM ALLOCABLE MARKS SCORE = 30 MARKS)

The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal = 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

### Scoring Methodology:

As per Section 2 (1)(c)(i) of KPPRA Act 2012 Contract will be awarded to the highest-ranking fair bid in accordance with the evaluation criteria set forth here in these bid solicitation documents in **Section-V "Qualification & Evaluation Criteria"**. Highest Ranking fair bid is the bid i.e Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these SBDs.

The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation proformas provided in these SBDs.

**Procedure for the Marks Scoring:** Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award.

**The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:**

Financial Evaluation Score of individual quoted Product:

= [Lowest quoted Price of the item ÷ Evaluated Bid Price] x Total allocable financial score

### Solved Example of Financial Scoring:

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:  
=  $[86 \div 86] \times 30$   
= 30 marks, being the lowest financial bid for the quoted item.
- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:  
=  $[86 \div 105] \times 30 = 24.57$  Marks
- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:  
=  $[86 \div 130] \times 30 = 19.84$  Marks .... And  
so on.





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## SECTION VI. SAMPLE FORMS NOTES ON THE SAMPLE FORMS

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 15.3.

**The Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

**The Performance Security and Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to GCC Clause 7.3 and SCC 11, respectively.

**The Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## Sample Forms

1.	BID FORM AND PRICE SCHEDULES	58
2.	BID SECURITY FORM	60
3.	CONTRACT FORM	61
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5.	BANK GUARANTEE FOR ADVANCE PAYMENT	63
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# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## 1. BID FORM AND PRICE SCHEDULES

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

**To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority**

Dear Sir

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Entity.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]



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



**FINANCIAL BID FORM**

**I. Price Schedule in Pak. Rupees**

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page of \_\_\_\_\_

No	Description	Country of Origin	UOM	Quantity	Unit Cost	Cost of Fitting/ Tyre	Cost of Balancing / Tyre	Cost of Wheel Alignment	Total Unit Price

Signature of Bidder \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## 2. BID SECURITY FORM

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[signature of the bank]



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## 3. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between [name of Procuring Entity] of [country of Procuring Entity] (hereinafter called “the Procuring Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## 4. 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]



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## 5. 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.





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAAL FOOD AUTHORITY



## 6. 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....{Seal}